

# **EXHIBIT J**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

THE WIMBLEDON FUND, SPC (CLASS )  
TT), )  
 )  
PLAINTIFFS, )  
 )  
VS. ) CASE NO.  
 ) 2:15-CV-6633-CAS-ASJWx  
 )  
GRAYBOX LLC; INTEGRATED )  
ADMINISTRATION; EUGENE SCHER, AS )  
TRUSTEE OF BERGSTEIN TRUST; AND )  
CASCADE TECHNOLOGIES CORP., )  
 )  
DEFENDANTS. )  
 )

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VIDEOTAPED DEPOSITION OF KIARASH JAM

TAKEN ON

WEDNESDAY, MARCH 27, 2019

Sandra Mitchell  
C.S.R. 12553

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1 UNITED STATES DISTRICT COURT  
 2 CENTRAL DISTRICT OF CALIFORNIA  
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 4 THE WIMBLEDON FUND, SPC (CLASS )  
 5 TT), )  
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 7 PLAINTIFFS, )  
 8 VS. ) CASE NO.  
 9 ) 2:15-CV-6633-CAS-ASJWx  
 10 )  
 11 )  
 12 )  
 13 )  
 14 )  
 15 )  
 16 VIDEOTAPED DEPOSITION OF KIARASH JAM, taken on  
 17 behalf of the Plaintiff, at 10100 Santa Monica Boulevard,  
 18 13th Floor, Los Angeles, California, commencing at  
 19 9:49 a.m., Wednesday, March 27, 2019, before Sandra  
 20 Mitchell, C.S.R. 12553, pursuant to Notice.  
 21  
 22  
 23  
 24  
 25

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 11 KIARASH JAM  
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1 APPEARANCES:  
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 25  
 26 Also Present:  
 27  
 28 BRANDON CAHOLA, VIDEOGRAPHER  
 29  
 30  
 31  
 32  
 33  
 34  
 35

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 24 - 8/1/2011  
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1	IN D E X (Continued)		00:00:03	1	LOS ANGELES, CALIFORNIA, WEDNESDAY, MARCH 27, 2019
2	E X H I B I T S			2	AT 9:49 A.M.
3				3	
4	NUMBER	DESCRIPTION	PAGE	4	THE VIDEOGRAPHER: And we are on the record.
5	EXHIBIT 31 - E-MAIL - KJAM- 8/23/2012		196	5	My name is Brandon Cahela. I'm a notary public
6	EXHIBIT 32 - E-MAIL - KJAM - 8/9/2012		197	6	contracted by eLitigation Services. I'm not financially
7	EXHIBIT 33 - E-MAIL - ADVISORY IP SERVICES GROUP - 10/9/2012		200	7	interested in this action, nor am I a relative or
8	EXHIBIT 34 - E-MAIL - DAVID BERGSTEIN - 10/9/2012		203	8	employee of any of the attorneys or any of the parties.
9	EXHIBIT 35 - E-MAIL - KJAM - 10/9/2012		205	9	Today is March 27, 2019, and the time is
10	EXHIBIT 36 - LETTER - IA - 11/14/2012		206	10	approximately 9:49 a.m. This video deposition being
11	EXHIBIT 37 - E-MAIL - DAVID BERGSTEIN - 11/16/2012		207	11	taken at 10100 Santa Monica Boulevard, on the 13th
12	EXHIBIT 38-A- SEC- CEASE AND DESIST LETTER		213	12	floor, in Los Angeles, California 90067.
13	EXHIBIT 39 - E-MAIL - KJAM - 1/2/2013		228	13	The name of the case is the Wimbledon Fund
14	EXHIBIT 40 - E-MAIL - DAVID BERGSTEIN - 5/14/2013		230	14	versus Graybox LLC, filed in the United States District
15	EXHIBIT 41 - AFFIDAVIT OF KJAM		232	15	Court, Central District of California Western Division.
16	EXHIBIT 42 - E-MAIL - FRYMI BIEDAK - 9/24/2013		234	16	The case number is CV-6633-CAS-AJWx.
17	EXHIBIT 43 - E-MAIL - KJAM - 7/1/2013		238	17	This is Volume 1 in the videotaped deposition
18	EXHIBIT 44 - IA EMPLOYEE LIST		240	18	of Mr. Kia Jam. This deposition is being taken by
19	EXHIBIT 45 - KJAM WELLS FARGO BANK STATEMENT		242	19	attorney James Walker.
20	EXHIBIT 46 - E-MAIL - KJAM - 12/6/2013		244	20	Would the attorneys introduce themselves and
21	EXHIBIT 47 - IA - 2011, 2012,2013, GL DETAIL		251	21	state who you represent.
22	EXHIBIT 48 - SUMMARY OF ENTITIES		261	22	MR. WALKER: Jim Walker for the plaintiff
23	EXHIBIT 49 - E-MAIL - DAVID BERGSTEIN - 9/8/2015		266	23	Class TT.
24				24	MR. LATZER: Eric Latzer also for the
25				25	plaintiff.
Page 7			Page 9		
1	IN D E X (Continued)		09:52:51	1	MR. WIECHERT: David Wiechert for defendant Kia
2	E X H I B I T S			2	Jam, who is also the witness today, as well as
3	NUMBER	DESCRIPTION	PAGE	3	Integrated Administration.
4	EXHIBIT 50 - E-MAIL - KJAM - 10/22/2015		272	4	THE VIDEOGRAPHER: Thank you. We are ready to
5	EXHIBIT 51 - KIARASH JAM'S SUPPLEMENTAL RESPONSES TO PLAINTIFF'S FIRST SET OF COMBINED		273	5	proceed.
6	WRITTEN DISCOVERY CONTAINING THE REQUEST FOR ADMISSION			6	The court reporter today is Ms. Sandi Mitchell
7	EXHIBIT 52 - MONEY JUDGMENT ENTERED IN THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK		277	7	with eLitigation Services. Would the reporter please
8				8	swear in the witness and we can begin.
9				9	THE REPORTER: Please raise your right hand.
10				10	Do you solemnly swear in the cause
11	QUESTIONS INSTRUCTED NOT TO ANSWER (NONE)			11	now pending to tell the truth, the
12				12	whole truth, and nothing but the
13				13	truth so help you God?
14	INFORMATION REQUESTED (NONE)			14	THE WITNESS: Yes, I do.
15				15	KIA JAM,
16				16	having been duly sworn,
17				17	was examined and testified as follows:
18				18	
19				19	EXAMINATION
20				20	BY MR. WALKER:
21				21	Q Good morning, sir. Please state your full name
22				22	for the record.
23				23	A My name is Kiarash Kia Jam.
24				24	Q What is your current residential address?
25				25	A 514 South Barrington, No. 302, Los Angeles

Page 10			Page 12		
09:53:26	1	90049.	09:55:24	1	directed to you as an individual defendant in this case.
	2	Q How are you currently employed?		2	Do you understand that this is a deposition --
	3	A I work for myself.		3	A Yes.
	4	Q Do you have a company?		4	Q -- where you're going to provide testimony
09:53:33	5	A Yes, I do.	09:55:33	5	subject to the oath that you just swore?
	6	Q And what is your current employer?		6	A Yes, I do.
	7	A K.Jam Productions.		7	Q And you understand this deposition is taken
	8	Q What is the nature of that company, its		8	within the context of the fact that you're a defendant
	9	business?		9	in the lawsuit that my client, the Wimbledon Fund, SPC
09:53:41	10	A Entertainment. Film and television production.	09:55:44	10	(Class TT), has filed against you?
	11	Q Could you provide a little greater detail in		11	A Yes, I do.
	12	that. What do you actually do?		12	Q And you understand, I take it, that we've also
	13	A I'm a producer primarily of film and		13	filed suit against your company Integrated
	14	television. Primarily film. I've been doing it for		14	Administration under a fraudulent transfer theory?
09:53:56	15	quite some time. And I'm -- I develop mostly own	09:55:57	15	A Yes, I do.
	16	material, and -- and that's what I do.		16	Q Do you understand that you've been sued in your
	17	Q What's your highest level of education that you		17	individual capacity under an alter ego theory with
	18	achieved?		18	respect to the corporation known as Swartz IP?
	19	A I graduated from UC Irvine with a bachelor		19	A Yes, I do.
09:54:09	20	degree.	09:56:06	20	Q Okay. Now, Swartz IP was later changed --
	21	Q What was the bachelor degree in?		21	later had its name changed to Advisory Services IP.
	22	A Political science.		22	If I refer to Swartz IP throughout the
	23	Q What financial training do you have?		23	deposition, do you understand that I'm talking about
	24	A Financial training meaning?		24	that entity?
09:54:20	25	Q Financial training or education of any kind?	09:56:19	25	A Yes, I do.
Page 11			Page 13		
09:54:22	1	A I don't have financial training.	09:56:19	1	Q And you don't have any doubt about which entity
	2	Q Did you study any financial courses or related		2	I'm referencing?
	3	courses at UC Irvine?		3	A No, sir.
	4	A Yeah, I think we had some -- I don't remember.		4	Do I give this back to you now?
09:54:34	5	We had some statistics and calculus and that kind of	09:56:29	5	Q No, sir. Good question. So as I hand you
	6	stuff. I don't really remember exactly what the courses		6	exhibits, when we're done with them, if you could just
	7	were called. I've taken some courses for budgeting and		7	kind of stack them over there close to the reporter.
	8	that kind of stuff as well.		8	She'll be the custodian of those exhibits. And that
	9	Q Just over the course of the years?		9	will work for the rest of the day.
09:54:48	10	A Yes, that's correct.	09:56:42	10	A I'll put it this way.
	11	Q What age are you?		11	Q Let me hand you what's been marked as
	12	A I just turned 49 years old.		12	Exhibit 2. You're welcome to review that for a few
	13	Q Where were you born?		13	moments.
	14	A I was born in Tehran, Iran.		14	(Exhibit 2 was marked for
09:54:57	15	Q When did you migrate to the United States?	09:56:51	15	identification by the Court Reporter
	16	A Shortly after I was born, we moved here for my		16	and is attached hereto.)
	17	father to finish his medical training. And then we went		17	MR. WIECHERT: Thank you.
	18	back around 1975. And then I came back here around 1982		18	THE WITNESS: Okay.
	19	and have been in California ever since.		19	BY MR. WALKER:
14:15:32	20	(Exhibit 1 was marked for	09:57:35	20	Q Could you provide generally a description of
	21	identification by the Court Reporter		21	the documents that comprise Exhibit 2.
	22	and is attached hereto.)		22	A These are the corporate formation documents for
	23	BY MR. WALKER:		23	K.Jam Media, which is one of my entities.
	24	Q Now, I've handed you what's been marked as		24	Q That's a company that you formed; correct?
09:55:20	25	Exhibit 1. And this is a notice of Rule 30 deposition	09:57:48	25	A Yes.

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09:57:48	1	Q	And when you formed this company, was it	09:59:33	1	A	That's correct.
	2		roughly February 2007 that it was put together?		2	Q	And so, clearly, when you he formed K.Jam
	3	A	Yes.		3		Media, Inc., you had the benefit of Mr. Zarrinkelk's
	4	Q	When you formed K.Jam Productions -- or K.Jam		4		advice to the extent that you required it?
09:58:03	5		Media, rather, as evidenced by the documents that	09:59:40	5	A	Yes. That is correct.
	6		comprise Exhibit 2, did you have the benefit of legal		6	Q	Now, looking through it, the next page, 982,
	7		counsel?		7		there's a certificate of adoption of bylaws, which you
	8	A	I don't think so.		8		signed as director; correct?
	9	Q	Okay. How --		9	A	Yes, I did.
09:58:14	10	A	I don't recall, actually. I don't think so. I	09:59:53	10	Q	And the certificate at that bottom of that same
	11		think I -- I think I just formed it. I might have used		11		page you signed in your capacity as secretary; correct?
	12		Parasec. I don't remember who I used, but I used one of		12	A	Correct.
	13		these services, probably, to form it.		13	Q	Okay. So if you could also turn to Page 986.
	14	Q	And I see there, if you look at -- throughout		14		And this is the page entitled "Election of Officers";
09:58:31	15		the course of the day there's this little serial number	10:00:14	15		correct?
	16		on the bottom corner of every page.		16	A	Yes.
	17	A	I see it. I see it.		17	Q	And there you're listed individually as both
	18	Q	That's called a Bates number.		18		the president, secretary, and chief financial officer of
	19	A	Yes.		19		this particular entity?
09:58:37	20	Q	It's the way that -- in litigation that he	10:00:22	20	A	Yes.
	21		track production, by assigning, effectively, a serial		21	Q	If you could turn to Page 994, please.
	22		number to each --		22		Describe this document for us, please.
	23	A	Got it.		23	A	It's a statement of information from the State
	24	Q	-- document produced or each page produced. So		24		of California Secretary of State's office. And it lists
09:58:46	25		from time to time I may reference that number --	10:00:47	25		me as the only officer for K.Jam Media. It is dated
Page 15				Page 17			
09:58:50	1	A	No problem.	10:00:57	1		May 9, 2007.
	2	Q	-- just to ease in your finding it.		2	Q	And that's your signature at the bottom of the
	3	A	I appreciate your help. Thank you.		3		document?
	4	Q	If you could turn to 981.		4	A	That is correct.
09:58:55	5	A	Got it.	10:01:02	5	Q	And, again, we see Mr. Zarrinkelk identified as
	6	Q	All right. Now, this is a document that		6		the agent for service of process?
	7		purports the articles of incorporation of --		7	A	Yes. Any and -- all my mail and business stuff
	8	A	Yes.		8		always goes to his office.
	9	Q	-- K.Jam Media, Inc.; correct?		9	Q	Looking at Page 995.
09:59:02	10	A	Uh-huh. Yes.	10:01:15	10	A	995, yes.
	11	Q	And there under Item 3, the corporation's		11	Q	Is that a share certificate?
	12		initial agent for service of process was Majid		12	A	Yes, it is.
	13		Zarrinkelk --		13	Q	And it shows that you retained 10,000 shares in
	14	A	Yes.		14		K.Jam Media, Inc.; correct?
09:59:10	15	Q	-- correct?	10:01:24	15	A	No. It's 100,000 shares, I believe. That's
	16	A	Yes.		16		what it says authorized -- oh, yes, 10,000. I'm sorry.
	17	Q	Now, he's a friends of yours?		17		I was looking at the wrong section. My apologies.
	18	A	He's a friend, a family member, and also my		18		Yes. It is, in fact, 10,000 shares.
	19		accountant and business -- business manager.		19	Q	All right.
09:59:18	20	Q	How long have you had a relationship with -- as	10:01:37	20	A	My apologies.
	21		business manager with Mr. Zarrinkelk?		21	Q	No -- no problem.
	22	A	Over 20 years, 25 years.		22	A	Sorry.
	23	Q	So your relationship with Mr. Zarrinkelk in a		23	Q	If you could turn to Page 998, please.
	24		commercial context would extend well beyond much earlier		24	A	Yes, sir.
09:59:32	25		than 2007?	10:01:42	25	Q	This is a document entitled "Waiver of Notice

Page 18				Page 20			
10:01:45	1	of Annual Meeting of Board of Directors of K.Jam Media, Inc.;" correct?		10:03:53	1	Q I'll hand you what's been marked as Exhibit 3.	
	2				2	(Exhibit 3 was marked for	
	3	A Yes, it is.			3	identification by the Court Reporter	
	4	Q And it reflects that you conducted -- or			4	and is attached hereto.)	
10:01:52	5	executed this document on or about December 8, 2008; correct?		10:03:57	5	BY MR. WALKER:	
	6				6	Q And ask you if you could identify that	
	7	A Yes.			7	document, please.	
	8	Q Going to Page 1000, is this another Waiver of			8	A Identify it meaning?	
	9	Notice of Annual Meeting that you executed on or about			9	Q Yes, sir. Well, let me ask you this. With	
10:02:12	10	December 7, 2009?		10:04:12	10	respect to Exhibit 3, do you recognize the handwriting?	
	11	A Yes.			11	A I do.	
	12	Q If you could, please, turn to Page 1,002. Is			12	Q And whose is it?	
	13	this a Waiver of Notice of Annual Meeting for the same			13	A A woman named Frymi Biedak, and I think it's	
	14	company that you executed on or about December 6, 2010?			14	her handwriting.	
10:02:30	15	A Yes.		10:04:20	15	Q Okay. And up in the left corner we see a	
	16	Q And then finally, if you could turn to			16	notation of Colorado address; correct?	
	17	Page 1,006, again, is this another Waiver of Notice of			17	A Right.	
	18	Annual Meeting of board of directors that you executed			18	Q And a notation next to it of 100,000 shares?	
	19	on or about December 3, 2012?			19	A Correct.	
10:02:47	20	A Yes.		10:04:30	20	Q And then it says "owned by Owari Opus";	
	21	Q Okay. So I take it that from the period of			21	correct?	
	22	time from 2007 through 2012, you were familiar with the			22	A Yes.	
	23	fact that companies had officers; correct?			23	Q And then there's a little notation of some	
	24	A Yes.			24	kind. It looks like a cents sign.	
10:02:59	25	Q Okay. You had personal experience with that;		10:04:40	25	A I know.	
Page 19				Page 21			
10:03:01	1	correct?		10:04:40	1	Q And next to that it says K.Jam Media; correct?	
	2	A Yes.			2	A Yes, it does.	
	3	Q You were experienced with signing legal			3	Q And then there's a similar cents sign below	
	4	documents in your capacity as an officer of a			4	that and it says Kia Jam; correct?	
10:03:08	5	corporation; correct?		10:04:49	5	A Correct.	
	6	A Yes.			6	Q And then at the bottom there it says Kia,	
	7	Q You were familiar with being appointed as a			7	equal, president; correct?	
	8	director of a corporation; correct?			8	A Yes, it does.	
	9	A Yes.			9	Q What is this referencing?	
10:03:16	10	Q You were familiar with the concept of an agent		10:04:58	10	A I don't know.	
	11	for service of process given your own personal			11	Q You have no idea?	
	12	experience and designating Mr. Zarrinkelk as such with			12	A I don't know.	
	13	respect to your company; correct?			13	Q Let me hand you what's been marked as	
	14	A Yes.			14	Exhibit 4.	
10:03:27	15	Q And you were familiar with the process of		10:05:07	15	(Exhibit 4 was marked for	
	16	preparing and signing a Waiver of Notice of Annual			16	identification by the Court Reporter	
	17	Meeting of the board of directors for a corporation?			17	and is attached hereto.)	
	18	A Yes.			18	BY MR. WALKER:	
	19	Q And you had personal experience with all of			19	Q And ask you if you could identify this	
10:03:39	20	this given your involvement with your own company K.Jam			20	particular document?	
	21	Media, Inc.; correct?			21	A Identify meaning have I seen it before?	
	22	A Yes.			22	Q What is this document, sir?	
	23	When you put it away, do I put it away too?			23	A It says it's a Texas notice of delinquent	
	24	Q Yes, sir.			24	Franchise Tax dated 7/22/2011.	
10:03:51	25	A Okay.		10:05:29	25	Q What company is it for?	

Page 22				Page 24			
10:05:31	1	A	Swartz IP Services Group, Inc.	10:07:17	1	to that column; correct?	
	2	Q	Okay.		2	A	Correct.
	3	A	Franchise Tax.		3	Q	And that date of incorporation is provided for
	4	Q	Let me ask you a few questions about this. So		4		each of the companies that are named; correct?
10:05:37	5		this was a Texas -- a notice of delinquent franchise tax	10:07:24	5	A	Yes.
	6		the state of Texas issued in connection with Swartz IP;		6	Q	And then we see an address column followed by
	7		correct?		7		responsible party column; correct?
	8	A	That's what is seems to be, yes.		8	A	Correct.
	9	Q	And it states that the date of delinquency up		9	Q	Now, looking at the left column, can you
10:05:47	10		in the upper far-right corner was May 17, 2011; correct?	10:07:38	10		identify those entities in which you have held a
	11	A	Yes, that is correct.		11		position as officer or director at any time?
	12	Q	Now, the reason for the delinquency is stated		12	A	CAC Group, Integrated Administration, K.Jam
	13		as the original franchise tax report had not been filed;		13		Media. I think that's it.
	14		correct?		14	Q	So you're testifying under oath that you've
10:05:59	15	A	Where does say that?	10:08:12	15		never been a officer of Swartz IP Services Group, Inc.?
	16	Q	Up there --		16	A	No, I've not been an officer of Swartz IP.
	17	A	Yes, I see it. I see it. Reason for		17	Q	Now, you mentioned Frymi Biedak earlier.
	18		delinquency, yes, original franchise tax not filed.		18		What -- what was her role in connection with the various
	19	Q	Okay. And a complete signed public information		19		companies that we just saw?
10:06:09	20		report Form 05-102 was also not filed; correct?	10:08:38	20	A	She was David Bergstein's assistant. She had
	21	A	Yes. That's what it says.		21		been with him for many, many years. Twenty years or
	22	Q	Okay. Looking at the bottom left we see Swartz		22		something. She handles things for David. David was in
	23		IP Services Group, Inc., with a Houston, Texas, address;		23		control of all of this. And at his instructions, she
	24		correct?		24		would do whatever he requested from -- she had a stamp
10:06:21	25	A	Yes.	10:08:55	25		of his signature from signing -- stamping documents, to
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10:06:22	1	Q	What was located at that address?	10:08:58	1		stamp checks, to wires, transfers back and forth.
	2	A	I don't know.		2		She did everything for David Bergstein.
	3	Q	Why was that address selected for Swartz IP?		3		Q In relation to the various companies?
	4	A	I don't know.		4		A In relation to the various companies; correct.
10:06:30	5		MR. WIECHERT: Calls -- assumes facts not in	10:09:09	5	Q	Did you also operate out of the same office
	6		evidence. Calls for speculation.		6		with Ms. Biedak for a period of time?
	7		BY MR. WALKER:		7		A That's correct.
	8	Q	You can set that aside, sir. I'm going to hand		8		Q Okay. What was the first address that you
	9		you what's been marked as Exhibit 5.		9		inhabited where Ms. Biedak was also resident?
10:06:48	10		(Exhibit 5 was marked for	10:09:23	10	A	This building.
	11		identification by the Court Reporter		11	Q	And what -- when was that -- over what period
	12		and is attached hereto.)		12		of time were you at -- at 10100 Santa Monica Boulevard
	13		BY MR. WALKER:		13		in Century City?
	14	Q	Have you seen this document before?		14	A	It was -- I'm going to guess the dates; I'm not
10:06:54	15	A	I don't think so. I don't recall specifically.		15		sure -- in the mid 2000s to 2005, '6. I'm not sure
	16	Q	Looking there to the left of the chart, we see		16		when. We were in this building for a little while, and
	17		a name of an entity; correct?		17		then we moved to a building -- you know, we hopped from
	18	A	Yes. That is correct.		18		building to building in this little one kind of
	19	Q	A there's a series of entities or companies		19		little -- you know, between here and Westwood for a
10:07:06	20		that go down the left side of the chart; correct?	10:09:53	20		number of years.
	21	A	That is correct.		21		And then we were in the Fox Plaza building,
	22	Q	Then in the next column we see the state of the		22		which is just down the street right here on Avenue of
	23		incorporation for each of those entities; correct?		23		the Stars. It says Fox Plaza. The Nakatomi building
	24	A	Correct.		24		from the "Die Hard" movies.
10:07:15	25	Q	And then we see the date of incorporation next	10:10:01	25		And then we moved, I think, from there to Santa

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10:10:10	1	Monica -- well, before Santa Monica we moved to		10:11:56	1	A Yes.	
	2	Westwood. There was a -- either before or after Santa			2	Q Let me show you what's been marked as	
	3	Monica we were at Westwood at the Napa Valley Grill			3	Exhibit 6.	
	4	building, and then Santa Monica.			4	(Exhibit 6 was marked for	
10:10:20	5	Q So --		10:12:01	5	identification by the Court Reporter	
	6	A Colorado.			6	and is attached hereto.)	
	7	Q -- over how many years did you occupy an office			7	BY MR. WALKER:	
	8	with Ms. Biedak and Mr. Bergstein?			8	Q Now, you know, e-mails, of course, start at the	
	9	A Five, six, seven years.			9	bottom and work up. So if you look at the first full	
10:10:31	10	Q And that included all the moves you just		10:12:15	10	e-mail on this page, it's dated November 8, 2011, at	
	11	described?			11	7:02 p.m., from a Mr. Woodward to Frymi with a courtesy	
	12	A Yes, it did. The longest period was in the			12	copy to Mr. Bergstein and to you; correct?	
	13	Colorado space, which was, I think, three years. Close			13	A Yes. That is correct.	
	14	to three years.			14	Q And the subject is Swartz IP Services; correct?	
10:10:40	15	Q Okay. And Mr. Bergstein was operating his		10:12:32	15	A Correct.	
	16	companies out of that address at each instance?			16	Q Who is Mr. Woodward?	
	17	A Yes. He -- he was not the guy who would come			17	A I don't know.	
	18	to office every day. He would come into office			18	Q What was his role?	
	19	infrequently. But, yes, that was his address and that's			19	A I don't know.	
10:10:54	20	where Frymi and the rest of the staff were.		10:12:38	20	Q Well, you can read what he wrote about Swartz	
	21	Q And that was also -- each of these addresses			21	IP Services. And then you had a question that you	
	22	that you shared with Mr. Bergstein and Ms. Biedak were			22	directed to Frymi Biedak shortly thereafter: "Is this	
	23	the same address where you conducted your -- your			23	the one the KJM owns"; correct?	
	24	business operations?			24	A Uh-huh.	
10:11:06	25	A That is correct. But I used Majid's address as		10:13:00	25	Q What was KJM signifying there?	
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10:11:09	1	well for -- for, you know, bills and stuff -- things		10:13:02	1	A K.Jam Media.	
	2	like that. So I had two addresses. I also have a PO			2	Q So you were asking Frymi Biedak if Swartz IP	
	3	box where, if I'm not home, stuff gets shipped to my PO			3	Services was owned by one of your companies?	
	4	box.			4	A Yes.	
10:11:21	5	Q Now, was your impression that Ms. Biedak was		10:13:11	5	Q Why did you not already know that?	
	6	knowledgeable about assisting Mr. Bergstein on matters			6	A I -- you know, Frymi was -- would do a lot of things,	
	7	pertaining to his companies?			7	and -- and I would always be trying to get	
	8	A Yes.			8	information from her and from David about things they	
	9	Q She was knowledgeable about the formation of			9	were doing and documents that were being drafted. I was	
10:11:30	10	companies?		10:13:24	10	always kind of chasing them for information. They were	
	11	A 100 percent.			11	clearly in control of it.	
	12	Q The necessity of having officers and			12	Q How could she have formed a company and made it	
	13	directories for companies?			13	a subsidiary of K.Jam Media without your knowledge or	
	14	MR. WIECHERT: Objection. Calls for			14	consent?	
10:11:38	15	speculation. No foundation.		10:13:34	15	A She --	
	16	BY MR. WALKER:			16	MR. WIECHERT: Objection. Assumes facts not in	
	17	Q You can answer the questions.			17	evidence.	
	18	A Yes.			18	BY MR. WALKER:	
	19	Q Was she knowledgeable about how to set up a			19	Q You can answer the questions.	
10:11:46	20	company?		10:13:40	20	A Okay. She could not have done that. I don't	
	21	A Yes.			21	think she could have done that. I think that's	
	22	Q And you've testified to her knowledge and			22	something Majid would have had to have done.	
	23	experience based upon your experience in officing with			23	Q Well, would Majid have done that,	
	24	her and working with her over a period of many years;			24	Mr. Zarrinkelk have done that without consulting you?	
10:11:55	25	correct?		10:13:51	25	A No.	

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10:13:51	1	MR. WIECHERT: Question's vague and ambiguous	2 as to "done that."	10:15:46	1	A Yes, I do. He had two -- two e-mail addresses	2 that he used a lot. That was one of them. The other
	3	BY MR. WALKER:			3	one was a Graybox e-mail. Those are two that I know.	4 If he had more, I'm not aware.
10:13:57	4	Q So why were you asking Ms. Biedak, then, about	5 whether or not your own company, K.Jam Media, owned	10:15:54	5	Q Why would he be using a e-mail which a Chinese	6 domain?
	6	Swartz IP?			7	A I don't --	
	7	A I -- I probably just wanted clarity. There was	8 a lot of entities running around. I didn't know who		8	MR. WIECHERT: Calls for speculation.	
	9	this guy was, probably. I was just trying to get more			9	THE WITNESS: I'm sorry. I don't know why	
10:14:09	10	information. There's a lot of times me asking David and	11 Frymi for information trying to get to the bottom of	10:16:03	10	David did a lot of what he did.	
	12	what's what.			11	BY MR. WALKER:	
	13	Q Well, she responded to you saying that "Swartz	14 IP was owned by K.Jam and Owari, but Kia Jam will be		12	Q Let me hand you what's been marked here as	
10:14:21	15	named as responsible party when we file for an employer	16 ID number"; correct?	10:16:15	13	Exhibit 7.	
	17	A That's what she responded, yes.			14	(Exhibit 7 was marked for	
	18	Q Okay. And what did you understand that it	19 meant when she said that K.Jam would be named as a		15	identification by the Court Reporter	
10:14:32	20	responsible party?			16	and is attached hereto.)	
	21	A I don't know what I understood then, but I	22 understand what that means now is when you file for an		17	THE WITNESS: Okay.	
	23	EIN, the responsible party is the one that's responsible	24 for the taxes.		18	BY MR. WALKER:	
10:14:44	25	Q Now, we didn't see an e-mail from you where you		10:16:21	19	Q If you could take a look at these records, sir,	
					20	for a few minutes. Let me know when you've completed	
					21	your review.	
					22	A Thank you kindly.	
					23	How thoroughly do you need me to read every	
					24	page?	
				10:16:28	25	Q Just -- just take a look at it and then I'll	
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10:14:48	1	asked any further questions in this regard.		10:16:42	1	only have certain parts that I --	
	2	Did you simply accept Ms. Biedak's answer?			2	A Okay.	
	3	MR. WIECHERT: Calls for speculation. No	4 foundation.		3	Q -- I will ask you about. But I want to give	
10:14:56	5	THE WITNESS: I don't recall. I might have	6 called her or called David and asked them. And,	10:16:47	4	you the courtesy of being able to review the document.	
	7	ultimately, I think Graybox was the entity, which is	8 David Bergstein's entity, that became the responsible		5	A I appreciate that courtesy. Thank you kindly.	
	9	party. So none of this happened.			6	Yes. I understand what this is.	
10:15:08	10	BY MR. WALKER:		10:17:07	7	Q Okay. So this is a set of records pertaining	
	11	Q But, certainly, the idea that your own company	8 to Swartz IP Services Group; correct?		8	to Swartz IP Services Group; correct?	
	12	K.Jam Media would be an owner of Swartz IP and would be	9 A Yes, that is correct.		9	A Yes, that is correct.	
	13	named as responsible party was under consideration as of		10:17:25	10	Q Okay. And the first page of Exhibit 7 is an	
	14	November 9, 2011; correct?			11	e-mail dated November 9, 2011, from an	
10:15:21	15	MR. WIECHERT: The question's vague and	12 mkatz@vcorpservices with a courtesy copy to		12	mkatz@vcorpservices with a courtesy copy to	
	16	ambiguous. Calls for speculation.	13 Mr. Bergstein, Mr. Solomon, and to you; correct?		13	Mr. Bergstein, Mr. Solomon, and to you; correct?	
	17	THE WITNESS: It was under consideration by	14 A Correct.		14	A Correct.	
	18	Frymi and David. They're just notifying me what their	15 Q Turning to the second page, 499, again we see		15	Q Turning to the second page, 499, again we see	
	19	thoughts were. I don't recall what my response or	16 now the certificate of formation of Swartz IP Services		16	now the certificate of formation of Swartz IP Services	
10:15:30	20	question. Or, you know, if I called David afterwards,	17 Group; correct?		17	Group; correct?	
	21	said, What are you doing? What is this? I don't recall	18 A Yes, sir.		18	A Yes, sir.	
	22	what I did, but this clearly did not happen.	19 Q And, again, do you have any idea what was		19	Q And, again, do you have any idea what was	
	23	BY MR. WALKER:	20 actually located at 10101 Fondren Road in Houston,		20	actually located at 10101 Fondren Road in Houston,	
	24	Q Now, Mr. Bergstein is using an e-mail address	21 Texas?		21	Texas?	
10:15:41	25	david@abxyz.cc. Do you see that?	22 A No, sir.		22	A No, sir.	
			23 Q Do you have any idea why that address was		23	Q Do you have any idea why that address was	
			24 selected?		24	selected?	
			25 A No, sir.		25	A No, sir.	

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10:17:48	1	Q Director -- under Article 3, directors --		10:19:37	1	sure that there's no double negative. He asked you, you	you
	2	director one is identified as Aaron Grunfeld; correct?			2	never possessed it?	
	3	A Yes, sir.			3	THE WITNESS: Oh. I never -- I'm sorry if I	
	4	Q What was your understanding was Aaron			4	was unclear. I never possessed the stamp.	
10:17:56	5	Grunfeld's role?		10:19:46	5	Thanks for clarifying that.	
	6	A I know Aaron to be an attorney. I don't know			6	BY MR. WALKER:	
	7	what his role is here. I was not -- this was -- I -- I			7	Q Where was the stamp kept?	
	8	didn't have anything to do with the formation of this			8	A Frymi kept it locked up in her office. I don't	
	9	company, so I can't tell you what his role was here.			9	know if she took it home at night or not.	
10:18:08	10	But I do know Mr. Aaron Grunfeld.		10:19:58	10	Q And you never used the signature stamp on a	
	11	Q Turning to next page, 500, the -- the organizer			11	single occasion?	
	12	is identified as Effie Stern.			12	A No, sir.	
	13	Do you see that?			13	Q Not even at Mr. Bergstein's request?	
	14	A Yes, I do.			14	A No, sir. I never had possession of the stamp.	
10:18:19	15	Q What was Mr. Stern's role?		10:20:09	15	Q If you could turn to Page 508, please.	
	16	A Again, I don't know. I would assume that --			16	Now, we see that there are two officers	
	17	MR. WIECHERT: Don't -- don't assume.			17	designated for Swartz IP, one being president and one	
	18	THE WITNESS: I don't know. I don't know. I			18	secretary, and they're both David Bergstein; correct?	
	19	had nothing to do with the formation of this company.			19	A That's what it says, yes.	
10:18:31	20	BY MR. WALKER:		10:20:20	20	Q Okay. But Mr. Bergstein was not designated as	
	21	Q Did you ever work with Mr. Stern on any			21	vice president, was he?	
	22	particular matter or entity?			22	A Not according to this.	
	23	A I don't specifically recall.			23	MR. WIECHERT: The document speaks for -- for	
	24	Q Turning to Page 501, please.			24	itself.	
10:18:41	25	A Yes, sir.		10:20:27	25	THE WITNESS: I'm sorry. What did you say?	
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10:18:41	1	Q There's a certificate of filing effectuating a		10:20:28	1	MR. WIECHERT: I said the document speaks for	
	2	name change of Swartz IP Services Group, Inc.; correct?			2	itself.	
	3	A Yes, sir.			3	THE WITNESS: Okay.	
	4	Q And it changes the name to Advisory IP			4	BY MR. WALKER:	
10:18:50	5	Services, Inc.; correct?		10:20:32	5	Q There's no indication as to an appointment of	
	6	A Yes, sir.			6	Mr. Bergstein as vice president, is there?	
	7	Q This is dated and effective June 13, 2012?			7	A No.	
	8	A Yes, sir.			8	Q But if you turn to the last page, sir, or the	
	9	Q Why was this name change done?			9	second-to-last page, I guess, 518, there's another name	
10:19:00	10	A I have no idea, sir.		10:20:52	10	change for Swartz IP Services Group to IP Services	
	11	Q Going to the next page, 502, we see a			11	Group.	
	12	certificate of amendment also effectuating a name			12	Do you see that?	
	13	change; correct?			13	A I see an amendment to registration and I see	
	14	A I don't know what this effectuates, but I see			14	entity information, Swartz IP Services Group.	
	15	something called a certificate of amendment.		10:21:06	15	Where does it say that the name was?	
	16	Q Turning to Page 504, do you recognize that as			16	Q Item 4?	
	17	David Bergstein's signature stamp?			17	A Item 4, the registration -- yes, I do. I see	
	18	A Yes, I do.			18	it. That's correct.	
	19	Q Did you ever possess his signature stamp for			19	Q Do you know why this name change was done?	
10:19:28	20	any period of time?		10:21:13	20	A No, sir.	
	21	A No, sir.			21	Q What was Mr. Swartz's involvement in Swartz IP?	
	22	Q You never once had possession of it?			22	A I don't know.	
	23	A No, sir.			23	Q Did you ever meet Jerome Swartz?	
	24	Q Do you know why it was used in this instance?			24	A Yes. On many occasions.	
10:19:35	25	MR. WIECHERT: I'm sorry. I just want to make		10:21:25	25	Q What was the purpose of the meetings?	

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10:21:27	1	A My meetings with Jerry Swartz primarily were		10:23:35	1	for the services to the extent that it could, and -- and	
	2	entertainment-based. He would talk about movies he was			2	that's what it did.	
	3	involved with, movies he funded. Some of the movies			3	Q Who was providing -- how many employees did IA	
	4	that David was developing and making, I would meet with			4	have at any given time? What was the most employees it	
10:21:41	5	him on those. I would update him on what was going on		10:23:47	5	had?	
	6	with the movies. He would tell me about some of the			6	A I will guess probably 30.	
	7	stuff he was doing. He was doing some brain research			7	Q And which company was providing employee	
	8	thing in San Diego; he told me about it. And on			8	benefits, if any, for those --	
	9	multiple occasions he would want me to help his friends.			9	A IA.	
10:21:54	10	He would have friends that wanted to be in the business,		10:23:54	10	Q -- employees?	
	11	or one occasion a girlfriend of his, some -- a DJ wanted			11	A You mean health insurance?	
	12	to be in a movie, an actress, and I would give them			12	Q Yes, sir.	
	13	advice and that kind of stuff. But it was all about			13	A Yes, it was Integrated Administration, I	
	14	movies.			14	believe, yes.	
10:22:08	15	Oh, we also talked about Broadway 4D, which is		10:24:00	15	Q And were those employees working for Integrated	
	16	a project that, at one point, he almost got involved			16	Administration or for the other companies?	
	17	with. It's a project that I've been involved with for			17	A Some worked -- they all worked for other	
	18	many years.			18	companies, but their paychecks came from Integrated	
	19	Q Now, there's also a company called Integrated			19	Administration. Some worked for Sovrin; some worked for	
10:22:20	20	Administration; correct?		10:24:14	20	David; some worked for me. But the paychecks all came	
	21	A That is correct.			21	from Integrated Administration, even though they worked	
	22	Q What was the formal name of that company?			22	for other entities.	
	23	A Integrated Administration.			23	Q Were the employees leased to the other	
	24	Q Did it have an Inc.?			24	companies?	
10:22:29	25	A Oh, I don't remember. I'm pretty sure it was		10:24:24	25	A I don't know what that -- I don't know what	
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10:22:31	1	an Inc. and not an LLC, but I am not certain.		10:24:26	1	that means. Leased?	
	2	Q What positions did you hold in that company?			2	Q Yes, sir. Did -- was Integrated Administration	
	3	A I was -- it was -- it was a company that I			3	leasing its employees to these other companies that	
10:22:39	4	think was a subsidiary of K.Jam Media, so I -- I			4	those employees were working for?	
	5	possessed all of the offices in that company, I believe.		10:24:36	5	A I don't know what that means. I don't know	
	6	There were no other officers in that company, I believe.			6	what it means to lease an employee. Sorry.	
	7	Q What was the nature of business for that			7	Q Did Integrated Administration have a contract	
	8	company, Integrated Administration?			8	that defined the parameters and the -- the circumstances	
	9	A I -- it was a kind of a payroll company. A			9	of Integrated's compensation from the other entities for	
10:22:52	10	company that offered services, overhead services and		10:24:55	10	whom its employees worked?	
	11	payroll services to other entities.			11	A No. Not that I recall.	
	12	Q Did it offer any services or perform any			12	Q Let me hand you what's been marked as	
	13	services for companies other than those affiliated with			13	Exhibit 8.	
	14	you and Mr. Bergstein?			14	(Exhibit 8 was marked for	
10:23:06	15	A No. Not companies that were not affiliated		10:25:05	15	identification by the Court Reporter	
	16	with me or Bergstein, no.			16	and is attached hereto.)	
	17	Q Okay. So the only companies that Integrated			17	BY MR. WALKER:	
	18	Administration provided any services to were those			18	Q This is a series of checks drawn on the Swartz	
	19	affiliated with you and Mr. Bergstein?			19	IP account. If you could turn to the second page,	
10:23:18	20	A That's correct.		10:25:14	20	please.	
	21	Q And how was Integrated Administration			21	A Okay. There's no number here.	
	22	compensated for those services?			22	Q I know, sir. I know. These --	
	23	A It -- we would take -- you know, we would			23	A Is the check No. 1026?	
	24	sometimes advance monies and we would take fees. We			24	Q Yes, sir. The numbers -- actually, this little	
10:23:30	25	would take -- you know, we would -- IA would take fees		10:25:23	25	box on the left, these banks -- these records were	

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10:25:26	1	produced pursuant to a subpoena issued to the financial institution.		10:27:03	1	he issued it.	
	2				2	Q Was -- did Integrated Administration issue an	
	3	A Okay. I just want to make sure we're talking			3	invoice for -- requiring this payment?	
	4	about the same document.			4	A I would issue to David -- I would let David	
10:25:33	5	Q So these were actually produced by the bank.		10:27:11	5	know on a regular basis what our cash needs were with	
	6	A Great.			6	the breakdown of this much is for payroll; this much is	
	7	Q Going to the second page of this exhibit, do			7	rent; this much is the phone bill; this much is	
	8	you see a check 1026 --			8	Internet; and this is the money we need. And he would	
	9	A I do.			9	arrange the funding.	
10:25:40	10	Q -- dated July 2, 2012?		10:27:23	10	Q So he would fund it on a cost basis?	
	11	A I do.			11	A I don't know what that means.	
	12	Q Written to a Che Sheng?			12	MR. WIECHERT: I don't know what that means	
	13	A I do.			13	either.	
	14	Q Who is Che Sheng?			14	BY MR. WALKER:	
10:25:43	15	A I don't know.		10:27:30	15	Q Turning to the next page, there's another check	
	16	Q You've never heard that name before?			16	to Integrated Administration for \$12,000; correct?	
	17	A No, I have not.			17	A Yes. That's correct.	
	18	Q You've never met that person?			18	Q What was the purpose of this check?	
	19	A I don't think so.			19	A Same as the other check. I don't know. As I	
10:25:53	20	Q Going to the next page, you see a check for		10:27:41	20	said, David was -- he would fund Integrated	
	21	\$4,960 that was issued in August of 2012 to Robert			21	Administration. And I don't know what this was for at	
	22	Pressler; correct?			22	the time, but...	
	23	A I do, yes.			23	Q Now, once the two checks to Integrated totaling	
	24	Q Who is Robert Pressler?			24	\$22,000 had been issued and deposited in the Integrated	
10:26:03	25	A I don't know.		10:27:56	25	Administration account, you had access to those funds;	
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10:26:05	1	Q Did you ever meet him?		10:27:58	1	correct?	
	2	A I don't recall meeting Robert Pressler, no.			2	A Correct. I was the signer on the Integrated	
	3	Q Looking to the endorsement where Mr. Pressler			3	Administration's account.	
	4	signed, it was for RPP Enterprises.			4	Q Now, looking at the last page of this	
10:26:13	5	Are you familiar with that company?		10:28:07	5	Exhibit 8. Is that your endorsement, your signature?	
	6	A No.			6	A No.	
	7	Q Going to the next page, we see a check for			7	Q Is that, in fact, David Bergstein's signature?	
	8	\$12,000 to Graybox; correct?			8	A It looks like it. It looks like a sloppy	
	9	A Yes.			9	version of his signature.	
10:26:25	10	Q Why was this check issued?		10:28:21	10	Q And you're certainly familiar with	
	11	A I don't --			11	Mr. Bergstein's signature?	
	12	MR. WIECHERT: Calls for speculation. No			12	A Yes, that is correct.	
	13	foundation.			13	Q You've seen it many, many times?	
	14	THE WITNESS: I don't know. I was not in			14	A Yes, I have.	
10:26:33	15	control of this account. I had nothing to do with this		10:28:26	15	Q So Mr. Bergstein also had access to the	
	16	account.			16	Integrated Administration bank account?	
	17	BY MR. WALKER:			17	A No. The only signers were myself and Majid.	
	18	Q Going to the next page, we see a check 1052			18	Q Let me hand you what's been marked as	
	19	dated December 18, 2013, in the amount of \$10,000 paid			19	Exhibit 9, sir.	
10:26:46	20	to Integrated Administration; correct?		10:28:48	20	(Exhibit 9 was marked for	
	21	A Yes, that's what it is.			21	identification by the Court Reporter	
	22	Q Why was this check issued?			22	and is attached hereto.)	
	23	A I don't know why it was issued, but David would			23	THE WITNESS: Okay.	
	24	arrange funding for IA from multiple sources, and this			24	BY MR. WALKER:	
10:26:59	25	was a check to Integrated Administration. I don't why		10:28:59	25	Q Have you had an opportunity to review it?	

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10:29:02	1	A Yes.	10:30:50	1	November 14, 2016; correct?
	2	Q Very good. Now, on the first page of Exhibit 9		2	A Or 2021.
	3	we see an e-mail there the bottom from David Bergstein		3	Q Or 2021?
	4	to you on November 15, 2011; correct?		4	A Yes.
10:29:12	5	A Yes.	10:30:57	5	Q So it was either a five-year or a ten-year
	6	Q And he says, "Need you sign this in two places:		6	note, depending upon whether it was extended?
	7	The note and the SWOP"; correct?		7	A Yes.
	8	A Yes.		8	Q If you could look at Page 214, please.
	9	Q What did SWOP stand for?		9	Mr. Bergstein sent you by e-mail another SIP
10:29:21	10	A I don't know.	10:31:19	10	note; correct?
	11	Q Was he referencing a swap?		11	A Yes.
	12	MR. WIECHERT: Calls for speculation.		12	Q Okay. And these were two documents he was
	13	THE WITNESS: I don't know.		13	asking you to sign?
	14	BY MR. WALKER:		14	A That's correct.
10:29:27	15	Q Now, you responded three minutes later saying,	10:31:30	15	Q Okay. Did he call you back in five minutes as
	16	"Printing them now. Can you call me to tell me what		16	the first page of Exhibit 9 indicates?
	17	they are"; correct?		17	A I don't really remember.
	18	A Yes.		18	Q Did he explain the notes to you?
	19	Q And he said shortly thereafter, "Call you in		19	A I don't really remember. I'm sure if I asked
10:29:43	20	five"; correct?	10:31:40	20	him, he said, "It's part of business. It's great."
	21	A Yes.		21	At the time, things were going quite well. So
	22	Q Now, looking at the documents themselves, the		22	I -- I'm sure he said, "This is great. It's part of
	23	next page, 210, is an e-mail from David Bergstein to you		23	what we're doing. It's money we're going to use to
	24	at 4:02 p.m. forwarding what was characterized as a SIP		24	build businesses." But I don't specifically remember if
10:29:57	25	note; correct?	10:31:54	25	he called me five minutes after he sent me that e-mail.
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10:29:57	1	A Yes.	10:31:57	1	Q Did you sign those documents?
	2	Q And you understood SIP was referring to Swartz		2	A I signed them, I believe so, yes.
	3	IP?		3	Q At the time that you signed them, did you
	4	A Sure.		4	understand that you were signing a legal document?
10:30:03	5	Q The next page we actually see a Swartz IP	10:32:04	5	A Yes.
	6	Services, Inc., reference note; correct?		6	Q Did you understand that were you signing a
	7	A Yes.		7	promissory note?
	8	Q All right. And looking at the first paragraph,		8	A I didn't read it when I signed it. I was
	9	it says that, "The undersigned, Swartz IP Services,		9	signing for him at the time. He was going through a
10:30:14	10	Inc., promises to pay Wimbledon Fund (Class TT) the	10:32:13	10	pretty public bankruptcy at the time and the press had
	11	principal sum of \$25 million on November 14, 2016;		11	really gone after him and painted him in a very negative
	12	correct?		12	light at the time. And he ended up, obviously, winning
	13	A Yes.		13	that bankruptcy case, as I'm sure you know.
	14	Q So it was, effectively, a five-year note?		14	So he was vilified. He had said to me,
10:30:30	15	MR. WIECHERT: Calls for a conclusion and a	10:32:29	15	"Because of all the negative press around me, I can't be
	16	legal conclusion.		16	the front. I can't be the guy making some of these
	17	BY MR. WALKER:		17	deals. I'd like you to come in and do that. We're
	18	Q You can answer the question, sir.		18	building businesses together."
	19	A So from 2011, five years later is 2016, yes.		19	The same thing happened when we bought Miramax
10:30:41	20	Q Okay. And the date of the note there in the	10:32:42	20	right before this. He couldn't be the front of that
	21	middle right column --		21	deal and -- and I helped put that deal together and we
	22	A November 14th.		22	ended up closing that transaction. So we had just
	23	Q -- was November 14, 2011; correct?		23	closed a rather large deal and he said this is kind of
	24	A Yes.		24	the next chapter and I had to reason to believe there
10:30:48	25	Q And the principal sum would -- was due on	10:32:55	25	was anything wrong or -- or bad going on with any of

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10:32:59	1	this stuff. So he sent it to me to sign it and I signed	it.	10:34:36	1	Q Other that assistants and staff, you and	
	2				2	Mr. Bergstein were the principals; correct?	
	3	Q And you were content to accommodate his			3	A I was not a principal. David was a principal.	
	4	difficult situation by becoming the front man?			4	David was the boss. David called all the shots. David	
10:33:10	5	A I helped him out, yes.		10:34:46	5	negotiated every document. I did not.	
	6	Q And in doing that, you were working together?			6	Q But you were the signatory on the documents;	
	7	MR. WIECHERT: Objection. Vague and ambiguous.			7	right?	
	8	BY MR. WALKER:			8	A I signed document, yes.	
	9	Q Right?			9	Q And you were the signatory for Swartz IP on a	
10:33:18	10	Well, let me ask you this: I mean, clearly,		10:34:53	10	\$25 million promissory note; correct?	
	11	you and Mr. Bergstein were working on the transaction --			11	A Yes, I signed the document.	
	12	A David was the boss. I worked for David, yes.			12	Q And you understood what you were signing?	
	13	David was calling all the shots, unequivocally.			13	A I actually didn't read it when I signed it. He	
	14	Q But you're a grown man; right?			14	sent it to me, said it needed signature. I had signed	
10:33:31	15	A Yes, sir.		10:35:04	15	hundreds of documents for him before. When it came	
	16	Q And you were a grown man back then?			16	through, he needed signatures, and I signed it.	
	17	MR. WIECHERT: It's argumentative, but we'll			17	Q Let's me hand you what's been marked as	
	18	stipulate that he was grown.			18	Exhibit 10, sir.	
	19	BY MR. WALKER:			19	(Exhibit 10 was marked for	
10:33:36	20	Q You were capable of exercising free will?		10:35:14	20	identification by the Court Reporter	
	21	A Yes, I was.			21	and is attached hereto.)	
	22	Q You were operating other businesses that didn't			22	MR. WALKER: Wait, hang on, hang on.	
	23	involve Mr. Bergstein?			23	THE WITNESS: Do you need this back?	
	24	A That's correct.			24	MR. WALKER: No, no. That -- that's yours.	
10:33:43	25	Q You had the advice of Majid Zarrinkelk at any		10:35:24	25	Let me make sure I didn't -- well, for reason I don't	
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10:33:47	1	time that you required it?		10:35:28	1	have a courtesy copy, David. Did I give you two? I	
	2	A I did.			2	might have. Oh, let me have that one. That's got my	
	3	Q You were able to retain counsel and seek legal			3	notes on it.	
	4	advice at any time that you required it; correct?			4	THE WITNESS: Okay. I can share with him if	
10:33:54	5	A I did. I didn't think I required it at this		10:35:36	5	that's okay.	
	6	point. I didn't have any reason to believe David was			6	MR. WALKER: No, no, no. I've got a copy for	
	7	doing anything wrong. He is a very, very smart man.			7	him. I'm sorry. I was just -- I handed it to you.	
	8	And I was assuming he was getting all the legal advice			8	I've got the thick thumb going. Okay.	
	9	and doing all that before he would send me something for			9	MR. WIECHERT: We didn't have time to read the	
10:34:07	10	signature.		10:35:43	10	notes, Counsel.	
	11	Q But there was no barrier to you contacting an			11	MR. WALKER: It's -- it wouldn't have helped.	
	12	attorney and asking him to advise you on the			12	MR. WIECHERT: It wouldn't have helped anyway?	
	13	ramifications and the particulars of the documents you			13	MR. WALKER: No, sir. They're barely helping	
	14	were signing?			14	me.	
10:34:16	15	A There were no barriers, but I didn't feel the		10:35:50	15	BY MR. WALKER:	
	16	need to do that because I trusted Dave at this time.			16	Q Okay. If you could look at Exhibit 10, sir.	
	17	Q Were you working with anyone else other than			17	A Yes, sir.	
	18	Mr. Bergstein in connection with these promissory notes?			18	Q Let me know when you've completed your review.	
	19	A No.			19	A I have.	
10:34:29	20	Q Let me hand you what's been marked --		10:35:55	20	Q All right. So the first page of Exhibit 10 is	
	21	A Call Frymi to fax and stuff. You know, those			21	an e-mail from Mr. Bergstein to you dated November 15,	
	22	kind things, but --			22	2011; correct?	
	23	Q Yes, sir. But in terms of --			23	A Yes, that's correct.	
	24	A My assistant to make copies, that kind of			24	Q And he says, "The agreements I sent were wrong.	
10:34:35	25	stuff, but --		10:36:05	25	Here is the corrected note. Other agreement to follow	

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10:36:07	1	in a minute"; correct?		10:37:47	1	representative of SIP?	
	2	A That's correct.			2	A No, I did not.	
	3	Q Did you ever compare -- I take it that he was			3	Q Did you confer with Majid Zarrinkelk, your	
	4	asking you to sign this \$25 million promissory note as			4	longtime friend and advisor, with respect to this	
10:36:17	5	the signatory for Swartz IP?		10:37:55	5	particular document and the ramifications of signing it?	
	6	A He was asking me to sign another version or			6	A No, I did not. I didn't feel like I needed to.	
	7	draft of it, it seems to me.			7	Like I said, I didn't have any reason to think David was	
	8	Q Did you ever compare the one that you signed			8	doing anything but things that are up and up at this	
	9	with this one to determine the differences between the			9	time. And he needed me to sign it and I did.	
10:36:28	10	two documents?		10:38:09	10	Q So it's your position that when you engage in	
	11	A No, sir.			11	business, if you don't suspect that someone's committing	
	12	Q But, again, you understood you were going to be			12	a crime, you just sign \$25 million obligations without	
	13	the signatory on a \$25 million promissory note for			13	even reading them?	
	14	Swartz IP?			14	MR. WIECHERT: The question's argumentative.	
10:36:37	15	A No.		10:38:21	15	Incomplete hypothetical. Calls for speculation.	
	16	MR. WIECHERT: The question's asked and			16	BY MR. WALKER:	
	17	answered.			17	Q Please answer the question, sir.	
	18	THE WITNESS: No.			18	A No. I -- I did that for David at the time and	
	19	BY MR. WALKER:			19	it's been the bane of my existence since.	
10:36:42	20	Q Let me hand you what's been marked as			20	Q Was it your custom not to sign -- not to review	
	21	Exhibit 11, sir.			21	any legal documents, leases, that sort of thing that you	
	22	(Exhibit 11 was marked for			22	signed?	
	23	identification by the Court Reporter			23	A No, I would -- if -- you know, I would, on --	
	24	and is attached hereto.)			24	on multiple occasions, get legal advice when I felt like	
	25	///		10:38:47	25	I needed it. And in this case, like I said, I thought	
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10:36:52	1	BY MR. WALKER:		10:38:49	1	this was all part of doing the business that we were	
	2	Q Let me know when you've completed your review			2	doing. And he had brought in new financiers and we were	
	3	of the document.			3	going to build wonderful businesses and, you know, be	
	4	A I know what this document is.			4	successful.	
10:37:05	5	Q All right, sir. Exhibit 11 starts with an		10:38:59	5	Q Did you consider --	
	6	e-mail from Mr. Bergstein to you dated November 15,			6	A I thought these were all part of that.	
	7	2011; correct?			7	Q Excuse me, sir.	
	8	A That is correct, sir.			8	A I'm sorry. I interrupted you.	
	9	Q And the attachment is a clean JSI SWOP 2;			9	Q Did you consider yourself to be a partner with	
10:37:17	10	correct?		10:39:05	10	David Bergstein in these enterprises?	
	11	A Yes, sir.			11	A No. It was David Bergstein's --	
	12	Q Was this the other corrected document that			12	Q You were working together; correct?	
	13	Mr. Bergstein wanted you to sign?			13	A Yes, we worked together.	
	14	A I don't know if this was the other one, but			14	Q And you anticipated that you would profit from	
10:37:23	15	this was a document he wanted me to sign.		10:39:13	15	these enterprises; correct?	
	16	Q Okay. And this was a \$25 million note purchase			16	A Yes, I did.	
	17	agreement date November 14, 2011; correct?			17	Q You were doing this for money; correct?	
	18	A Yes.			18	A Yes.	
	19	Q Did you review this document prior to signing			19	Q Now, did Mr. Bergstein tell you not to read the	
10:37:35	20	it?		10:39:21	20	document before signing it?	
	21	A No.			21	A No, sir.	
	22	Q Did you, in fact, sign it?			22	Q Did Mr. Bergstein tell you not to get legal	
	23	A I believe I did, yes.			23	counsel before signing it?	
	24	Q Did you seek the advice of legal counsel with			24	A No, sir.	
10:37:44	25	respect to the ramifications of your signing this as a		10:39:29	25	Q Did Mr. Bergstein instruct you not to consult	

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10:39:31	1	Mr. Zarrinkelk prior to signing it?	10:41:22	1	A Yes.
	2	A No, sir.		2	Q And the attachment, you indicated, was a SIP
	3	Q And by "it," I'm referring to the Swartz IP		3	note PDF and the SIP note purchase agreement PDF;
	4	note purchase agreement.		4	correct?
10:39:39	5	A This thing.	10:41:31	5	A Yes.
	6	Q Yes, sir.		6	Q And the subject that you typed in was SIP
	7	A Yes.		7	documents; correct?
	8	Q So Mr. Bergstein never instructed you not to		8	A I didn't type that in. It's just a forward.
	9	secure legal counsel, or any type of financial advice,		9	Q Fair enough.
10:39:45	10	or to consult Mr. Zarrinkelk prior signing this	10:41:37	10	Now, who is Mr. Weinskoski?
	11	document?		11	A My assistant at the time.
	12	A No. He would send them to me need and need		12	Q So what did he do in relation to this
	13	signatures right way. So he would call and say, "I just		13	particular e-mail?
	14	sent you something. I need the signature right away."		14	A He probably scanned the documents, named them,
10:39:55	15	Q So in each instance, whether it was the	10:41:50	15	and forwarded them to me.
	16	reference note that we've seen earlier for \$25 million		16	Q Okay. And then when he did that, they were
	17	that you signed on behalf of Swartz IP, or the note		17	documents you had already signed?
	18	purchase agreement for \$25 million that you signed on		18	A Yes. I would imagine so, yes.
	19	behalf of Swartz IP, it was your affirmative decision		19	Q And then you forwarded the e-mail along with
10:40:10	20	not to consult legal counsel; correct?	10:42:01	20	the --
	21	A My affirmative decision? I didn't feel like I		21	A Attachments.
	22	needed to. I trusted David that everything was in		22	Q -- the executed documents to Mr. Bergstein?
	23	order.		23	A Correct.
	24	Q So you didn't consult legal counsel on that		24	Q And you state in your e-mail, "As promised, I
10:40:21	25	occasion, did you?	10:42:09	25	signed the note and one sig on the NPA (I did not sign
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10:40:22	1	A No, I did not.	10:42:09	1	the note and the NPA as it was an exhibit). I hope this
	2	Q And that was your decision to make, was it not?		2	is correct. Thanks."
	3	A Yes.		3	Did I read that correctly?
	4	Q Likewise, you didn't consult Mr. Zarrinkelk as		4	A Yes.
10:40:29	5	your financial advisor with respect to either the	10:42:24	5	Q And it was your anticipation at the time that
	6	reference note or the note purchase agreement prior to		6	you executed these and sent these to Mr. Bergstein that,
	7	signing it?		7	ultimately, you would benefit financially from these
	8	A That's correct. I did not consult him.		8	transactions; correct?
	9	Q And that was your decision not to consult him?		9	A Yes. Ultimately, we were building businesses
10:40:40	10	A Yes.	10:42:34	10	that we would all benefit from.
	11	Q And at no time did Mr. Bergstein instruct you		11	Q And looking to Page 252.
	12	not to consult counsel, legal counsel, or		12	A Yes.
	13	Mr. Zarrinkelk?		13	Q You signed this document; correct?
	14	A That's correct.		14	A I did.
10:40:48	15	Q Let me hand you what's been marked as	10:42:44	15	Q And you signed it as the signatory, the
	16	Exhibit 12.		16	representative for Swartz IP Services Group, Inc.;
	17	(Exhibit 12 was marked for		17	correct?
	18	identification by the Court Reporter		18	A Yes.
	19	and is attached hereto.)		19	Q And you printed your name, Kia Jam, there;
10:40:56	20	BY MR. WALKER:	10:42:54	20	correct?
	21	Q Let me know when you've completed your review		21	A Yes.
	22	of the document, sir.		22	Q And under title you wrote vice president;
	23	A I have.		23	correct?
	24	Q Exhibit 12 on the first page is an e-mail from		24	A Yes.
10:41:15	25	you to David Bergstein dated November 15, 2011; correct?	10:43:00	25	Q And you understood the ramifications of

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10:43:02	1	signifying that you were a vice president of a		10:44:34	1	A Yes.	
	2	corporation at the time that you signed this document;			2	Q Going to the next, Page 254.	
	3	correct?			3	A Okay.	
	4	MR. WIECHERT: The question's vague and			4	Q Now, this is the note purchase agreement that	
10:43:09	5	ambiguous.		10:44:46	5	we've referenced earlier; correct?	
	6	THE WITNESS: I don't know what to do.			6	A Yes. I think so.	
	7	BY MR. WALKER:			7	Q And this is a \$25 million note purchase	
	8	Q Sir, let me explain to you what's going on. So			8	agreement; correct?	
	9	your counsel has the right to tender an objection,			9	A Yes.	
10:43:16	10	usually to the form of my question.		10:44:55	10	Q And you understood at the time that you	
	11	A Okay.			11	executed this document that it was a material document;	
	12	Q To protect your rights.			12	correct?	
	13	A Okay.			13	MR. WIECHERT: Calls for speculation.	
	14	Q Which he can then urge that objection to the			14	THE WITNESS: I don't know what that means.	
10:43:26	15	court later.		10:45:04	15	MR. WIECHERT: Vague and ambiguous.	
	16	A So I answer your question no matter what; I			16	THE WITNESS: I don't know what that means.	
	17	don't have to stop?			17	BY MR. WALKER:	
	18	Q Unless he instructs you not to answer --			18	Q Okay. You understood at the time that you	
	19	A Okay. Go ahead.			19	signed the note purchase agreement that it was a legal	
10:43:30	20	Q -- he's simply making his objection for the		10:45:11	20	document; correct?	
	21	record --			21	A Yes.	
	22	A Okay.			22	Q Okay. And you understood that a \$25 million	
	23	Q -- to be dealt with before the court --			23	potential transaction was a serious transaction?	
	24	A I understand.			24	MR. WIECHERT: The question's vague and	
10:43:35	25	Q -- later as he chooses and you're free to		10:45:18	25	ambiguous.	
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10:43:37	1	answer. So it -- I know it's difficult to focus while		10:45:20	1	THE WITNESS: Yes.	
	2	someone's speaking to the side of you and someone's			2	BY MR. WALKER:	
	3	speaking to the front of you, and it's not a natural			3	Q Do you consider a \$25 million transaction to be	
	4	process. But allow him to complete his objection and			4	serious?	
10:43:47	5	when he's done, unless he specifically instructs you not		10:45:25	5	A Yes, sir.	
	6	to answer, then you're expected to answer --			6	Q And you understood at the time you were	
	7	A Thank you for explaining it.			7	executing this document that it was purporting to create	
	8	Q -- consistent with your oath.			8	a \$25 million transaction?	
	9	A Can you repeat the question, please?			9	A Yes.	
10:43:58	10	Q Yes, sir. At the time that you signed this		10:45:37	10	Q Now, if you could go to Page 274, please.	
	11	document that's part of Exhibit 12 entitled the "Swartz			11	There we see the signature line for Swartz IP Services	
	12	IP Services Group, Inc., reference note due November 14,			12	Group, Inc.; correct?	
	13	2016," that's your signature that appears there as the			13	A Yes.	
	14	representative of Swartz IP; correct?			14	Q And we see your signature there; correct?	
10:44:16	15	A Yes. Correct.		10:45:54	15	A Yes.	
	16	Q And you printed your name there to signify who			16	Q And you wrote in your name, printed it so	
	17	it was?			17	people would -- would be able to discern who signed it;	
	18	A Yes.			18	correct?	
	19	Q And you wrote in the title vice president;			19	A Yes. Correct.	
10:44:22	20	correct?		10:46:02	20	Q And you wrote in the title of vice president;	
	21	A Yes.			21	correct?	
	22	Q And you understood, based upon your prior			22	A Yes.	
	23	experience with your own companies, the significance of			23	Q And, again, when you signed the note purchase	
	24	indicating that you were a vice president of Swartz IP			24	agreement at the time that you indicated you were an	
10:44:31	25	Services Group with this signature; correct?		10:46:12	25	officer, a vice president of Swartz IP, you understood	

		Page 66			Page 68
10:46:14	1	the significance of that; correct?	10:47:54	1	on a few occasions, correct.
	2	A Yes.		2	Q Prior to signing the note purchase agreement?
	3	MR. WIECHERT: Objection. Calls for a		3	A I believe so, yes. He actually came to the
	4	conclusion.		4	office and was in the office on and off. He and his
10:46:20	5	BY MR. WALKER:	10:48:07	5	partners had come to L.A. a number of times to meet with
	6	Q And you understood at the time that you signed		6	David and other parties. I had met them. We had dinner
	7	the note purchase agreement in your capacity as vice		7	on one occasion. And then he would just come and sit in
	8	president of Swartz IP that you were representing that		8	the office right outside of David's office in a cubicle
	9	you were, in fact, a vice president of that corporation;		9	once in a while and be there for a few days and make
10:46:30	10	correct?	10:48:23	10	phone calls and whatnot.
	11	A I asked David what am I signing as and he told		11	Q And was Mr. Wellner amenable to answering any
	12	me sign as VP, and I signed as VP.		12	questions you might have about this transaction?
	13	Q Yes, sir. But when you did that, you		13	MR. WIECHERT: Objection. No foundation.
	14	understood the significance of denoting that you were a		14	Calls for speculation.
10:46:41	15	VP; correct?	10:48:35	15	THE WITNESS: I didn't talk shop with Keith.
	16	MR. WIECHERT: Vague and ambiguous.		16	Our discussions were, you know, light and fluffy.
	17	THE WITNESS: I just signed it. He said he		17	Nothing about business, really. It was more about they
	18	needed it and I signed and I sent it back to him.		18	wanted office space; I'd find office space. What hotel
	19	BY MR. WALKER:		19	were they staying at? I told them I have hotel deals
10:46:48	20	Q Yes, sir. But my question is, at the time that	10:48:48	20	around town if they needed reservations in town.
	21	you signed this note purchase agreement for -- as a		21	I was more like a concierge service for him.
	22	signatory for Swartz IP Services, you understood that		22	We did not talk about business. All this stuff was done
	23	you were signifying that were you vice president of that		23	with David. David was the one who negotiated all of
	24	corporation; correct?		24	these things with all the parties and all the people.
10:46:59	25	A Yes. I understood that.	10:48:59	25	BY MR. WALKER:
		Page 67			Page 69
10:47:01	1	Q Did you read this note purchase agreement	10:48:59	1	Q And yet you were the party that signed them;
	2	before you signed it?		2	correct?
	3	A No.		3	A Yes.
	4	Q Going to the next page, 275.		4	Q And did you ever take occasion to ask
10:47:08	5	A Yes.	10:49:04	5	Mr. Wellner about the significance of the documents you
	6	Q Do you see the Schedule A entitled "Information		6	were signing?
	7	Relating to Purchaser"?		7	A I did not talk to Keith Wellner about this.
	8	A Yes.		8	Q Was there any barrier preventing you from doing
	9	Q Why was the principal amount of notes to be		9	that?
10:47:18	10	purchased set at 25 million?	10:49:13	10	A No, sir.
	11	A I have no idea.		11	Q Did Mr. Bergstein ever instruct you that at any
	12	Q And you signed it nonetheless?		12	time Mr. Wellner was visiting here in California, that
	13	A I didn't sign this document. Is this part of		13	you were not to talk to him about --
	14	the same document?		14	A No, sir.
10:47:26	15	Q Yes, sir.	10:49:19	15	Q -- this note purchase agreement?
	16	A I don't know. I did not read this document.		16	A No, sir.
	17	Q Now, going down to Item 2 on that same page, it		17	Q Did Mr. Bergstein instruct you that at any time
	18	states, "All communications including notice of payments		18	that Mr. Wellner was visiting in California, that you
	19	and written confirmation of such wire transfers would be		19	were not to talk to him about the reference note?
10:47:41	20	directed to Keith D. Wellner, the chief operating	10:49:28	20	A No, sir.
	21	officer at Weston Capital Management."		21	Q Was there any barrier to you actually just
	22	Did I read that correctly?		22	walking up and initiating a conversation with him at any
	23	A Yes, you did.		23	time he was visiting here to ask him about those two
	24	Q Had you met with or talked with Mr. Wellner?		24	transactions?
10:47:53	25	A Yes. I had met Keith Wellner and talked to him	10:49:39	25	A No.

		Page 70		Page 72	
10:49:39	1	Q Was there any barrier that prevented you from picking up the phone and calling him, given the fact you had already met with him and socialized with him, to ask him any questions about these two documents?		10:51:36	1
	2			2	THE WITNESS: No. I'm aware that they pled guilty. I don't know specifically to what.
	3			3	BY MR. WALKER:
	4			4	Q And Mr. Bergstein, I take it you're aware, is serving an eight-year sentence in federal prison for his involvement with the Swartz IP transaction that you participated in?
10:49:50	5	A No.		8	MR. WIECHERT: Also objecting on the grounds of relevance.
	6	Q Now, did you also ever meet a gentleman named Hallac?		9	
	7			10	THE WITNESS: I know that David Bergstein is serving a sentence. He had a trial and he was convicted. I don't really know the specifics of what specifically what he was convicted for. But, yes, I do know that he is serving time in a penitentiary.
	8	A Albert Hallac, yes.		11	BY MR. WALKER:
	9	Q And did he also visit here in California?		12	Q A federal prison?
10:50:02	10	A Yeah, he -- I met him in California on probably two or three occasions. He was at that same dinner we talked about. A big dinner with a whole bunch of people. And in the office once or twice I shook his hand. And that was about the extent of my dealings with him as well. There was a couple of e-mails back and forth. More about, you know, again, office stuff and things of that sort. But I never discussed any shop talk with Albert Hallac.		13	A I don't know where he -- what -- I mean, he's at a place called Taft. I don't know if it's federal or not. But, yes, he is behind -- he is incarcerated.
	11			14	Q Have you visited Mr. Bergstein since he's arrived in California at the prison here?
	12			15	A No, sir.
	13			16	Q When was the last time you spoke to Mr. Bergstein?
	14			17	A I spoke to David during his trial. He called
10:50:16	15	Q Now, Mr. Hallac was also an officer with Weston Capital Management; correct?		18	
	16	A I understand that to be case, yes.		19	
	17	Q And did Mr. Bergstein ever instruct you not to ask Mr. Hallac about any aspect of either the note purchase agreement or the reference note that you signed?		20	
10:50:29	20			21	
	21			22	
	22			23	
	23			24	
	24			25	
10:50:39	25				
		Page 71		Page 73	
10:50:39	1	A No, sir.		10:52:30	1
	2	Q Was there any barrier preventing you from contacting Mr. Hallac at any time either over the phone or when he was here visiting to ask him about either one of those two legal documents?		2	me looking for documents that I might have had in my possession. He called me about that. And that was the last time I spoke to David.
	3			3	
	4			4	Q Did you provide him any documents?
10:50:48	5	A No, sir.		5	A To the extent that I had documents, everything was provided to him and them. I had to do huge document production for -- for the government, which I did. So everything I have is out there.
	6	Q Now, you understand that both Mr. Wellner and Mr. Hallac have entered guilty pleas in connection with this fraud --		6	Q And when you say you had to provide a huge document production for the government, you're referencing in relation to Mr. Bergstein's federal trial?
	7			7	MR. WIECHERT: Misstates -- assumes facts not in evidence.
	8			8	BY MR. WALKER:
	9			9	Q Let me ask you this: When you just stated that you provided a huge document production to the government, what was that in connection with?
10:51:04	10	MR. WIECHERT: Objection.		10	A The -- the government, I met with them on multiple -- on two occasions. They asked me all about everything kind of related to Bergstein and these things, and I fully cooperated with them. I went to New York on two occasions and I sat with a room just like this with a whole bunch of agency people and I gave them everything, answered all of their questions, and
	11	BY MR. WALKER:		11	
	12	Q -- involving Swartz IP; correct?		12	
	13	MR. WIECHERT: Objection. Relevance.		13	
	14	THE WITNESS: I know that they've entered guilty pleas. I don't really know the specifics of what it was, but I know it had to do with, you know, this whole world. But I don't know the specifics of what they pled to or whatever. But, yes, I do know that they have pled guilty.		14	
10:51:08	15			15	
	16			16	
	17			17	
	18			18	
	19			19	
10:51:21	20	BY MR. WALKER:		20	
	21	Q So you're aware that Mr. Hallac and Mr. Wellner pled guilty to various crimes that they were alleged to have committed relating, at least in part, to the Swartz IP transactions that you participated in; correct?		21	
	22			22	
	23			23	
	24			24	
10:51:34	25	MR. WIECHERT: Objection. Relevance.		25	

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10:53:33	1	that was the end of that.		10:55:36	1
2	Q	Okay. And when you were being interviewed, was	2	Q	And any time prior to December 2, 2011, did you
3		that by the U.S. Attorney's Office in New York?	3		ever have occasion to ask your good friend and attorney
4	A	It was by the assistant U.S. attorney in the	4		Mr. Solomon about the ramifications of your execution of
10:53:45	5	Western -- Southern District?	5		either the Swartz IP note purchase agreement or the
6		MR. WIECHERT: Southern District.	6		reference note that we've already reviewed?
7		THE WITNESS: Southern District of New York.	7	A	No, sir.
8	BY MR. WALKER:		8	Q	There's no barrier preventing you from asking
9	Q	And were they asking you questions about Swartz	9		your good friend and attorney Jeff Solomon about those
10:53:52	10	IP?	10		two documents prior to signing them, was there?
11	A	They asked about everything. I don't remember	11	A	No, sir.
12		specifically the questions, but I spent two -- on	12	Q	Did Mr. Bergstein ever instruct you not to
13		separate occasions, two days of, you know, five, six,	13		consult with Mr. Solomon about either your execution of
14		seven, eight hours with them. And -- and they asked	14		the note purchase agreement or the reference note that
10:54:03	15	everything and I had given them everything I had and	15		we've already looked at?
16		answered all of their questions.	16	A	No, sir.
17	Q	Did -- did they ask you specifically about	17	Q	And you were providing a copy of this to Keith
18		different aspects of the Swartz IP transactions?	18		Wellner?
19	A	I believe they did.	19	A	Yes.
10:54:14	20	Q	20	Q	Why was that?
21		And did you provide them documents that you had	21	A	Because David probably asked me to.
22		relating to the Swartz IP transactions in which you	22	Q	Now, you write the e-mail and you say, "Gents,
23		participated?	23		here are the revised docs signed."
24	A	I provided them with all of the documents they	24		Did I read that correctly?
10:54:31	25	requested and even more.	25	A	Yes, sir.
		Q Let me hand you what's been marked as	25	Q	And then you direct a note to Keith Wellner
		Page 75		Page 77	
10:54:33	1	Exhibit 13, sir.		10:56:37	1
2		(Exhibit 13 was marked for	2		directly. "Keith, can you please send me a copy once
3		identification by the Court Reporter	3		they are fully executed"; correct?
4		and is attached hereto.)	4	A	Yes, sir.
10:54:35	5	BY MR. WALKER:		10:56:46	5
6	Q	Let me know when you've completed your review.	6	Q	Okay. So when you reference that they were the
7	A	Okay.	7		revised docs, did you participate in the revision?
8	Q	Now, the first page of Exhibit 13 is an e-mail	8	A	No, sir.
9		from you dated December 2, 2011; correct?	9	Q	Did you compare the original that you were
10:55:01	10	A Yes.	10		provided to the revised version to determine what
11	Q	And it's directed to David Bergstein, Keith	11		changes had been made?
12		Wellner, Jeff Solomon, and Kia Jam; correct?	12	A	No, sir.
13	A	Yes, sir.	13	Q	Did you consult either Mr. Solomon or any other
14	Q	So you copied yourself?	14		legal counsel to ascertain the ramifications of the
10:55:11	15	A Yes, sir.	15		changes that had been made?
16	Q	Was that a standard practice that you	16	A	No, sir.
17		maintained?	17	Q	Was there any barrier to you retaining legal
18	A	Sometimes.	18		counsel for that purpose?
19	Q	Now, when you sent these documents to	19	A	No, sir.
10:55:19	20	Mr. Solomon, who did you understand that he was?	20	Q	But you voluntarily did not do so; correct?
21	A	Jeff Solomon was an attorney. He's been a	21	A	Like I said, I did not think there was anything
22		friend of mine for a long time. I've hired him on	22		nefarious. I thought this was just part of what we're
23		multiple occasions. He had come in and was working for	23		doing. David was doing this as part of our next kind of
24		us, I think, part-time at the time. Just, you know,	24		chapter. And I did not have any reason to feel I needed
10:55:33	25	working as a lawyer.	25		to get extra protection. I trusted him. He was the guy
					running the shop. He was the guy making all these
					decisions and dealing with all these people. And I

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10:57:34	1	mistakenly trusted him.	10:59:26	1	page of the letter; correct?
	2	Q So I take it it's your testimony that you only		2	A Yes, sir.
	3	consult attorneys when signing legal documents if you		3	Q All right. And you were sending the letter to
	4	believe there's something nefarious going on?		4	Keith Wellner for WTT as defined below, whose title is
10:57:44	5	A No. In this particular case -- in this	10:59:40	5	chief operating officer of Weston Capital Management;
	6	particular case, I didn't think there was any reason to		6	correct?
	7	consult lawyers. David would -- had a bunch of lawyers		7	A Yes, sir.
	8	that he was dealing with that were working on a number		8	Q Now, the first paragraph states, "This letter
	9	of things with him, and I just assumed that these were		9	is to be read in conjunction with the note and NPA as
10:57:58	10	all already vetted by -- by legal staff and I didn't	10:59:53	10	defined below."
	11	need to do that.		11	Did I read that correctly?
	12	Q Even though you were the signatory, you saw no		12	A Yes.
	13	reason to secure independent legal advice to protect		13	Q Did you understand that to reference the
	14	your own individual interest?		14	reference note that you signed?
10:58:11	15	A Unfortunately not.	10:59:59	15	A I did not read this letter.
	16	MR. WIECHERT: Objection. Asked and answered		16	Q Did you understand NPA to reference the note
	17	now a few times.		17	purchase agreement that you signed?
	18	THE WITNESS: Sorry.		18	MR. WIECHERT: No foundation.
	19	BY MR. WALKER:		19	THE WITNESS: I did not read this letter.
10:58:16	20	Q Now, when you say, "Jeff, please make sure this	11:00:07	20	BY MR. WALKER:
	21	gets loaded up," what was that instructing Jeff to do?		21	Q The second sentence states, "The
	22	A Just to load it up to, like, a, probably, box		22	representations made in this letter are a material
	23	or some place where the documents could be find because		23	inducement to WTT, defined as Wimbledon Fund (Class TT),
	24	there was a -- always a scramble to find documents. So		24	who has relied on the representations contained herein
10:58:30	25	I was trying to be organized; trying to ask Keith to	11:00:23	25	in making their decision to enter into that certain note
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10:58:33	1	countersign and send it back so we could have organized	11:00:27	1	dated November 14, 2011."
	2	files.		2	Did I read that correctly?
	3	Q And you say, "I will file original."		3	A You did.
	4	Did I read that correctly?		4	Q Now, when it says that these -- the
10:58:41	5	A Yes.	11:00:32	5	representations made in this letter are a material
	6	Q Where were you filing it?		6	inducement to WTT, do you recognize that to be the same
	7	A These files I would probably give to David's		7	entity that is suing you in this lawsuit?
	8	office. Frymi would -- was the keeper of kind of all		8	A Yes, I do.
	9	things in David's office. All the filing and stuff.		9	Q And you understand that Class TT, the same
10:58:52	10	Q So she was down the hall from you?	11:00:47	10	entity that's referenced in this correspondence, is
	11	A Yes, sir.		11	suing you in part for the documents that you executed on
	12	Q It was the same office you were located at?		12	behalf of Swartz IP?
	13	A Yes, sir.		13	A Yes, I do.
	14	Q Okay. Let's go to the first page -- the second		14	Q Going to the next section, it says, "Swartz IP
10:59:00	15	page of this exhibit, sir, Page 282.	11:01:05	15	represents and warrants as follows."
	16	A Okay.		16	And then there's a list of items; correct?
	17	Q Do you see that?		17	A Yes, sir.
	18	A Yes, I do.		18	Q Okay. The first item is "SIP maintains an
	19	Q Okay. So this is the first page of a two-page		19	account at Deutsche Bank, Alex Brown in its name," and
10:59:11	20	letter dated November 17, 2011; correct?	11:01:16	20	provides an account number; correct?
	21	A Yes, sir.		21	A That's what it says.
	22	Q And it's a letter that you signed on behalf of		22	Q Prior to signing this letter, did you engage in
	23	Swartz IP Services, Inc.; correct?		23	any rudimentary diligence to determine whether or not
	24	A Yes, sir.		24	that account existed?
10:59:24	25	Q And your signature appears there on the second	11:01:26	25	A I did not.

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11:01:27	1	Q It goes on to state in Item 2, "Until such time as that certain note -- and then I'll just cut down a little bit -- has been repaid in full, Swartz IP agrees to maintain the Deutsche Bank account and agrees not to transfer funds out of the Deutsche Bank account other than in accordance with the terms of this letter."		11:03:16	1 happy; Keith Wellner comes to the office, sits over there, and no one's unhappy. I thought everything was according to plan. He would send me the document and say, please sign it right away, and I would sign it and send it back to him.
11:01:40	5	Did I read that correctly?		6	Q Were --
	7	A Yes, you did.		7	A I didn't feel like I needed a lawyer. I
11:01:50	9	MR. WIECHERT: Well, and you left out "the note or the note purchase agreement dated November 14, 2011, between WTT and SIP (NPA)."	10	8 thought David was, you know, talking to the hundreds of lawyers that he has employed or had at the time. And	
	11	MR. WALKER: I don't require any instructions on how to ask a question. If you hadn't interpreted me, I was going to go there.	12	9 that everything was done by the book. I wasn't even --	
11:02:06	12	MR. WIECHERT: Well, Counsel, when you refer to one part of a sentence and leave out other significant agreements in that sentence, at least based on the sentence, it seems like the question is incomplete. So I was trying to help you along there.	13	10 I didn't even -- I didn't even read the document.	
11:02:16	15	MR. WALKER: I don't require your assistance. And it's only incomplete if I don't ask the next question, at which point you could then make your point.	14	11 Q Were the Class TT investors happy?	
	16	MR. WIECHERT: In this case, it would have helped.	15	12 MR. WIECHERT: Calls for speculation. No foundation.	
11:02:24	17	MR. WALKER: No, it would not have helped.	16	13 THE WITNESS: I have no idea. I don't know who they are. I've never interacted with them. I don't	
	18		17	14 know who, where, what, how. I've never had any interaction with the investors of Class TT.	
	19		18	15 BY MR. WALKER:	
	20		19	16 Q And, again, when you're looking at this letter, clearly it's a letter that you're signing on behalf of	
	21		20	21 Swartz IP that is making certain representations and	
	22		22	23 providing certain warrants; correct?	
	23		23	24 MR. WIECHERT: Letter speaks for itself.	
	24		24	25 THE WITNESS: Yes, the letter is making	
		Page 83		Page 85	
11:02:26	1	BY MR. WALKER:		11:04:13	1 representations, yes.
	2	Q Now, it goes on to also say that you agree not to transfer funds out of the Deutsche Bank account in accordance with the terms of the note; correct?		2	BY MR. WALKER:
11:02:35	5	A That's what it says, yes.		3	Q And had you read the letter prior to signing it, you would be aware of its terms; correct?
	6	Q It also goes on to say that you agree not to transfer funds out of the Deutsche Bank account in accordance with the terms of the note purchase agreement; correct?		4	4 A Yes.
11:02:44	10	A And when you say "you," you mean SIP?		5	5 Q And was there any instruction from Mr. Bergstein not -- for you not to secure the benefit
	11	Q Yes.		6	6 of Mr. Solomon's advice, as a friend and as an attorney
	12	A Okay. That's what it says, yes.		7	7 that you knew, with respect to the ramifications of your
	13	Q Okay. Did you understand by signing this letter that you were committing Swartz IP to these terms?		8	8 signing this on behalf of Swartz IP?
11:02:53	15	MR. WIECHERT: Calls for speculation. No foundation.		9	9 A No.
	16	THE WITNESS: I did not read this letter when I signed it.		10	10 Q Was there any instruction from Mr. Bergstein not to retain the advice of Mr. Zarrinkelk, your friend and financial advisor of many years?
	17			11	11 A No.
	18			12	12 Q You just made a voluntary decision not to
	19			13	13 consult or secure advice from either Mr. Solomon or
11:02:59	20	BY MR. WALKER:		14	14 Mr. Zarrinkelk with respect to your signature on this letter; correct?
	21	Q Why is that?		15	15 A I made a decision to trust that David was doing
	22	A Again, as I told you, I trusted David at the time. He said it's just part of ordinary course of business. All this stuff is, I think, negotiated,		16	16 everything by the book and always as he said.
	23			17	17 Q Yes, sir. But affirmatively, you made a
	24			18	18 decision also not to consult any advice from Mr. Solomon
11:03:11	25	great. All the stuff we had to do, everybody seems		19	19 or Mr. Zarrinkelk; correct?
				20	20 MR. WIECHERT: Assumes facts not in evidence.

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11:05:05	1	THE WITNESS: Yes. That is correct. I -- as I		11:06:39	1	specifically.	
	2	said, I didn't feel a need to do that. I thought			2	Q So this letter was providing an almost	
	3	David's got it all. He's a really smart guy. He's			3	\$4.5 million distribution of Class TT's investment funds	
	4	talked to all the lawyers. He's the one dealing with			4	to a company which you held a financial interest?	
11:05:15	5	all this stuff. And if I need to sign this, it's		11:06:50	5	MR. WIECHERT: Calls for a conclusion.	
	6	because it needs to be signed and everything is good.			6	THE WITNESS: I held --	
	7	BY MR. WALKER:			7	MR. WIECHERT: No foundation.	
	8	Q But there was no barrier preventing you from			8	THE WITNESS: I held the -- I held an office	
	9	securing advice from either Mr. Solomon or			9	and I helped run it, yes.	
11:05:23	10	Mr. Zarrinkelk --		11:06:56	10	BY MR. WALKER:	
	11	A Yes.			11	Q Now, going to Item 5B.	
	12	Q -- at any time prior to your signature of this			12	A Okay.	
	13	letter; correct?			13	Q SIP agreed to either -- well, let's look at A	
	14	MR. WIECHERT: Asked and answered.			14	and B. Going to Item 5 on Page 282.	
11:05:29	15	Argumentative.		11:07:13	15	A I see it.	
	16	THE WITNESS: Yes.			16	Q "From the proceeds of the note." Did you	
	17	BY MR. WALKER:			17	understand the proceeds of the note would be the funds	
	18	Q There was no barrier?			18	that Class TT was investing?	
	19	A There was no barrier.			19	MR. WIECHERT: Calls for speculation. No	
11:05:35	20	Q Now, Item 3 says, "Upon receipt of		11:07:21	20	foundation.	
	21	\$12.5 million from WTT, Swartz IP agrees to make the			21	THE WITNESS: I did not read the document, so I	
	22	following distributions."			22	did not have an understanding of it at the time.	
	23	Now, one is for slightly more than \$3 million			23	BY MR. WALKER:	
	24	to Partners Fund; correct?			24	Q Looking at 5A, Swartz IP agreed to "either	
11:05:47	25	A That's what it says.		11:07:29	25	invest the sum of 12.5 million in securities to be held	
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11:05:48	1	Q What was Partners Fund?		11:07:33	1	at the Deutsche Bank account, and then to borrow the sum	
	2	A I don't know.			2	of \$7.5 million against those securities, and	
	3	Q What was the purpose of that \$3 million			3	thereafter, make the payments itemized in Paragraph 3."	
	4	transfer of the Class TT money?			4	Did I read that correctly?	
11:05:55	5	A I don't know.		11:07:44	5	A Yes, you did.	
	6	MR. WIECHERT: Calls for speculation. No			6	Q So this was set up so that Swartz IP, one	
	7	foundation.			7	option it had was to invest the \$12.5 million in	
	8	THE WITNESS: Sorry.			8	securities that were going to be held in the Deutsche	
	9	I don't know.			9	Bank account; correct?	
11:06:01	10	BY MR. WALKER:		11:07:54	10	A That's what it --	
	11	Q The next distribution referenced is one for			11	MR. WIECHERT: No foundation. Calls for	
	12	just under \$4.5 million to or as directed by Pineboard			12	speculation.	
	13	Holdings.			13	THE WITNESS: That's what I think it says.	
	14	Did I read that correctly?			14	BY MR. WALKER:	
11:06:11	15	A Yes, you did.		11:07:59	15	Q Yes, sir. And then to borrow against those	
	16	Q And what was Pineboard Holdings?			16	securities no more than \$7.5 million dollars; correct?	
	17	A Pineboard Holdings was a company that was set			17	MR. WIECHERT: Same objections. The document	
	18	up as an investment vehicle right -- by -- right around			18	also speaks for itself.	
	19	the time that the Weston guys kind of showed up. They			19	THE WITNESS: That's what it says, yes.	
11:06:25	20	put some money into it and the money was used for		11:08:09	20	BY MR. WALKER:	
	21	various, you know, deals and various overhead and			21	Q Okay. So at that point in time, if that option	
	22	payroll and things of that sort.			22	had been elected, then there would -- the Deutsche Bank	
	23	Q What was your position in relation to Pineboard			23	account would hold \$12.5 million in securities with a	
	24	Holdings?			24	\$7.5 million loan against them; correct?	
11:06:37	25	A I was an officer. I don't remember what		11:08:22	25	MR. WIECHERT: Calls for speculation. No	

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11:08:23	1	foundation.		11:09:47	1	investors, in the context of this letter, getting paid	
	2	THE WITNESS: That's what it says.			2	back?	
	3	BY MR. WALKER:			3	A Yes.	
	4	Q Okay. Or the other option was to make the			4	Q And in it that sense, had you, if you lacked an	
11:08:28	5	payments itemized in Paragraph 3 that we just looked at;		11:09:55	5	understanding of what a redemption was at the time you	
	6	correct?			6	signed this letter, could you have sought advice from	
	7	MR. WIECHERT: The document speaks for itself.			7	either Mr. Zarrinkelk or Mr. Solomon to inquire about	
	8	No foundation. Calls for speculation.			8	that concept?	
	9	THE WITNESS: Yes.			9	A I could have, yes.	
11:08:36	10	BY MR. WALKER:		11:10:07	10	Q So if you didn't have an understanding at the	
	11	Q And thereafter invest the remaining \$5 million			11	time you signed this -- this particular letter dated	
	12	in liquid securities to be held in the Deutsche Bank			12	November 17, 2011, as to what the concept of redemption	
	13	account until such time as the note matures or			13	was, you could have found out from one of your trusted	
	14	redemptions are called for under the note purchase			14	friends and advisors; correct?	
11:08:49	15	agreement.		11:10:19	15	A Yes.	
	16	Did I read correctly?			16	Q But you chose voluntarily not to read the	
	17	MR. WIECHERT: Same objections.			17	letter prior to signing it?	
	18	THE WITNESS: Yes.			18	A Yes.	
	19	BY MR. WALKER:			19	Q And as a result, you forfeit any opportunity	
11:08:53	20	Q What is a redemption within the context of this		11:10:26	20	that you might have had to secure counsel and advice	
	21	provision, as you understand it?			21	from your friends Mr. Solomon and Mr. Zarrinkelk about	
	22	MR. WIECHERT: No foundation. Calls for			22	the ramifications of signing this letter?	
	23	speculation.			23	MR. WIECHERT: The question's vague and	
	24	THE WITNESS: Redemption means to get paid			24	ambiguous.	
11:09:05	25	back?		11:10:37	25	THE WITNESS: Yes.	
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11:09:05	1	BY MR. WALKER:		11:10:38	1	BY MR. WALKER:	
	2	Q Is that your understanding?			2	Q Going to Item 6. It says, "Until such time as	
	3	A Yes.			3	the note is repaid in full, Swartz IP shall maintain in	
	4	Q So within the -- this context, you have an			4	the Deutsche Bank account the sum of \$5 million less any	
11:09:09	5	understanding that the Class TT investors could request		11:10:50	5	redemption as defined in the NPA in either cash or	
	6	that they be refunded their investment? That it be			6	liquid assets."	
	7	redeemed, in essence; correct?			7	Did I read that correctly?	
	8	MR. WIECHERT: Calls for speculation. No			8	A Yes, you did.	
	9	foundation.			9	MR. WIECHERT: The document speaks for itself.	
11:09:21	10	THE WITNESS: That's what it's -- I think		11:11:00	10	BY MR. WALKER:	
	11	that's what it says, yes.			11	Q Sir?	
	12	BY MR. WALKER:			12	A Yes.	
	13	Q Okay. But is that your understanding as to			13	Q Now, do you have an understanding today as to	
	14	what it means, the concept of redemption?			14	why it would be important to maintain a sum such as	
11:09:27	15	MR. WIECHERT: Are you asking for his		11:11:12	15	\$5 million in either cash or liquid assets for the	
	16	understanding currently, reading the document? Or are			16	purpose of accommodating a redemption?	
	17	you asking for his understanding back then?			17	MR. WIECHERT: The question's vague and	
	18	BY MR. WALKER:			18	ambiguous.	
	19	Q Anything? What is your understanding of the			19	THE WITNESS: That would be the source that	
11:09:36	20	concept of redemption?			20	would be used to redeem people. Is that what you're	
	21	MR. WIECHERT: So the question's vague and			21	asking?	
	22	ambiguous as to time.			22	BY MR. WALKER:	
	23	THE WITNESS: Redemption is getting paid back.			23	Q Yes, sir.	
	24	BY MR. WALKER:			24	A Okay.	
11:09:45	25	Q And that would pertain to the Class TT		11:11:27	25	Q That's your understanding today?	

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11:11:28	1	A Yes.	11:13:14	1	A Yes, it is.
	2	Q And do you understand that the significance of		2	Q Going to the next page.
	3	maintaining that sum of money, \$5 million in cash or		3	A 305?
	4	liquid assets, would mean that there -- you wouldn't		4	Q Yes, sir.
11:11:38	5	have to sell or cash in invested funds in order to	11:13:25	5	A Yes, sir.
	6	accommodate a redemption; correct?		6	Q Here we see that the name and address of the
	7	A Yes.		7	purchaser is Société Générale Private Banking (Suisse)
	8	MR. WIECHERT: Calls for speculation. No		8	SA; correct?
	9	foundation.		9	A Yes, sir.
11:11:46	10	THE WITNESS: Yes.	11:13:37	10	Q Why was this particular note purchase agreement
	11	BY MR. WALKER:		11	identifying the bank that's commonly called SocGen in
	12	Q Did you have that same understanding at the		12	Switzerland as the purchaser of the notes?
	13	time that you signed this letter?		13	A I don't --
	14	A I did not read the letter when I signed it.		14	MR. WIECHERT: Calls for speculation. No
11:11:53	15	Q I understand, sir. But aside from the fact you	11:13:51	15	foundation.
	16	didn't read the letter when you signed it, did you,		16	THE WITNESS: I don't know.
	17	nonetheless, have sufficient sophistication to		17	BY MR. WALKER:
	18	understand the significance of maintaining \$5 million in		18	Q Did you have under -- any understanding at the
	19	cash or liquid assets for a redemption purpose?		19	time that you signed the correspondence that we've just
11:12:09	20	A Yes.	11:14:04	20	reviewed as part of Exhibit 13, what role, if any, that
	21	Q So had you read the letter, you would have		21	SocGen, the Swiss bank, would have in this transaction?
	22	understand the significance of that Paragraph 6.		22	A No, sir.
	23	A Yes.		23	Q Did you have any understanding at the time that
	24	Q And there we see your signature on behalf of		24	you signed the correspondence that's part of Exhibit 13,
11:12:16	25	Swartz IP Services; correct?	11:14:17	25	why SocGen, the Swiss bank, would be identified as the
Page 95			Page 97		
11:12:17	1	A Yes.	11:14:21	1	purchaser of up to \$25 million in notes?
	2	Q And the other signature line was for my client,		2	A No, sir.
	3	Class TT; correct?		3	MR. WALKER: Why don't we take a break for a
	4	A Yes. WTT.		4	few minutes. Let you stretch your legs.
11:12:24	5	Q When you signed this particular correspondence	11:14:35	5	THE WITNESS: Thank you kindly.
	6	marked as Exhibit 13, did you understand that you were		6	THE VIDEOGRAPHER: We are going off the record
	7	binding Swartz IP Services to the terms of this letter?		7	at 11:12 a.m.
	8	A Yes.		8	(A recess was taken.)
	9	Q You understand this was a contract?		9	THE VIDEOGRAPHER: We are back on the record at
11:12:42	10	A I just saw a letter come through and David said	11:25:57	10	11:23 a.m.
	11	sign it and all was good, sign it, and I did.		11	(Exhibit 14 was marked for
	12	Q But you understood you were signing a document		12	identification by the Court Reporter
	13	that was legally binding upon Swartz IP?		13	and is attached hereto.)
	14	A I thought I was signing a letter from Swartz		14	BY MR. WALKER:
11:12:53	15	IP. As I said, I did not read it.	11:26:01	15	Q Sir? I've handed you what's been marked as
	16	Q Going to the document that begins on Page 284		16	Exhibit 14. And let me know when you've had an
	17	entitled "Note Purchase Agreement."		17	opportunity to review the document.
	18	Do you see that?		18	A Yes, I have.
	19	A Yes, sir.		19	Q All right. So the first page of Exhibit 14 is
11:13:04	20	Q And going to Page 304.	11:26:16	20	an e-mail from you to David Bergstein and Keith Wellner;
	21	A Just a second, please.		21	correct?
	22	Q Yes, sir.		22	A Yes.
	23	A Yes, sir.		23	Q And it's dated December 20, 2011?
	24	Q Is that your signature there on behalf of		24	A Yes.
11:13:13	25	Swartz IP?	11:26:24	25	Q And the subject is note and borrowing certs;

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11:26:29	1	correct?	11:28:09	1	A Yes, sir.
	2	A Yes, sir.		2	Q You -- is that your signature that appears
	3	Q What is that referencing?		3	there?
	4	MR. WIECHERT: Let me just object on the		4	A Yes, sir.
11:26:34	5	grounds of relevance, that this is -- relates to an	11:28:14	5	Q And you signed this secured note in your
	6	entity, obviously, for which I don't believe has any		6	capacity as secretary for ARIUS LIBRA, INC.; correct?
	7	role in this lawsuit, but there may be some connection		7	A Yes, sir.
	8	later on --		8	Q And ARIUS LIBRA, INC., was a company with which
	9	THE WITNESS: Okay.		9	Mr. Bergstein was involved?
11:26:45	10	MR. WIECHERT: -- that I'm aware of -- unaware	11:28:27	10	A Yes, sir.
	11	of.		11	Q And you understood the significance of noting
	12	THE WITNESS: It relates to a secured note and		12	that you were the corporate secretary in connection with
	13	borrowing certificates, as it states.		13	your signature on behalf of ARIUS LIBRA, INC.?
	14	BY MR. WALKER:		14	A Yes.
11:26:52	15	Q When we describe a note as being secured, what	11:28:39	15	MR. WIECHERT: Vague as to time.
	16	do you understand that to mean?		16	THE WITNESS: Yes.
	17	A There's collateral.		17	BY MR. WALKER:
	18	Q And do you have a right to foreclose upon the		18	Q And did you understand the significance of
	19	collateral in the event the note goes into default,		19	signing in your capacity as corporate secretary for
11:27:04	20	generally speaking?	11:28:46	20	ARIUS LIBRA, INC., at the time that you signed this
	21	A Generally speaking, yes, sir.		21	document?
	22	Q Did you have that same understanding at the		22	A Say that one more time. I'm sorry.
	23	time on December 20, 2011?		23	Q Yes, sir. At the time that you signed the
	24	A Yes, sir.		24	secured note --
11:27:12	25	Q And what is a borrowing cert?	11:28:54	25	A Yes.
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11:27:15	1	A I understood the borrowing certificates to be	11:28:54	1	Q -- that's made a part of Exhibit 14, did you
	2	the mechanism within which to get funds to go where the		2	understand the significance of representing that you
	3	funds were dictated to go at the time.		3	were a secretary for ARIUS LIBRA, INC., as the
	4	Q And your message to Mr. Bergstein and		4	signatory?
11:27:27	5	Mr. Wellner is "as requested"; correct?	11:29:04	5	A Yes.
	6	A Yes, sir.		6	Q Going to the next page, 970.
	7	Q Now, looking at the second page of this		7	A Yes, sir.
	8	exhibit, we see a secured note for \$9 million; correct?		8	Q There's a document entitled "Borrowing
	9	A Yes, sir.		9	Certificate."
11:27:39	10	Q And this note listed ARIUS LIBRA as the	11:29:14	10	A 970? Yes, sir.
	11	borrower who promised to pay to the order of Weston		11	Q Is that the cert --
	12	Capital Partners Master Fund II Limited the principal		12	A Yes, sir.
	13	sum of \$9 million; correct?		13	Q -- that you were referencing in the subject
	14	A Yes, sir.		14	line?
11:27:51	15	MR. WIECHERT: Objection. Relevance.	11:29:20	15	A Yes, sir.
	16	THE WITNESS: Yes, sir.		16	Q And this borrowing certificate notes that, in
	17	BY MR. WALKER:		17	item C, "The proceeds of the 12th draw are to be wired
	18	Q What was the purposes of this transaction?		18	as follows."
	19	A I don't know.		19	Did I read that correctly?
11:28:01	20	MR. WIECHERT: Call for -- oh.	11:29:34	20	A Yes, sir.
	21	BY MR. WALKER:		21	Q And what was the amount of the 11th draw that's
	22	Q Did you have an understanding of the purpose of		22	referenced in item A?
	23	this transaction at the time that you sent this e-mail?		23	MR. WIECHERT: Objection. Relevance.
	24	A No, sir.		24	THE WITNESS: 350,000.
11:28:06	25	Q Looking at Page 969.	11:29:42	25	BY MR. WALKER:

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11:29:45	1	Q	Sir?	11:31:36	1	were a secretary was signifying that you were an officer	
	2	A	350,000.		2	of the corporation?	
	3	Q	And what was the amount of the 12th draw as		3	A Yes, sir.	
	4		indicated in this particular borrowing certificate?		4	Q And that was the understanding you had at the	
11:29:51	5	MR. WIECHERT:	Same objection.	11:31:41	5	time you signed this borrowing certificate?	
	6	THE WITNESS:	350 -- 350,000.		6	A Yes, sir.	
	7	BY MR. WALKER:			7	Q Now, when you signed this borrowing certificate	
	8	Q	Now, the first, I guess, tranche or segment of		8	as an officer of Arius Libra, did -- did you have an	
	9		the 12th draw is \$200,000 for the benefit of Gerova		9	understanding as to why \$200,000 of the loan proceeds	
11:30:04	10	Management, Inc.;	correct?	11:31:57	10	for the Arius Libra loan would be going to Gerova	
	11	A	That's what it says, yes.		11	Management, Inc.?	
	12	Q	Why was \$200,000 being sent to Gerova		12	A No.	
	13	Management, Inc.?			13	Q What was Gerova Management, Inc., about? Did	
	14	A	I do not know. These would -- these borrowing		14	have any affiliation with that company?	
11:30:14	15	certificates would be drafted by either Keith or David		11:32:08	15	A I did briefly. It was a -- it had to do, I	
	16	and they would be sent to me for signature. I was not a			16	think, at the end with life insurance policies,	
	17	part of deciding what money would go where and how much.			17	something like that.	
	18	Q	At the time that you executed the secured note		18	Q And what was your affiliation? Were you an	
	19	for Arius Libra, did you understand that the loan			19	officer of Gerova Management?	
11:30:30	20	proceeds that were part of the loan that Arius Libra was		11:32:19	20	A At one point I was on the board. The	
	21	undertaking were being distributed in this 12th draw to			21	company -- Gene Scher. Gene Scher was the guy who ran	
	22	Gerova Management to the tune of \$200,000?			22	that company.	
	23	A	No.		23	Q And Mr. Scher was an affiliate of	
	24	MR. WIECHERT:	Objection. Relevance.		24	Mr. Bergstein's?	
	25	///		11:32:34	25	A Yes. He has been an affiliate of	
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11:30:45	1	BY MR. WALKER:		11:32:35	1	Mr. Bergstein's for many years.	
	2	Q	Why is that?		2	Q In fact, Mr. Scher is the trustee of the	
	3	A	Because this document was -- what was -- what's		3	Bergstein Family Trust; correct?	
	4		the date of this document? I would imagine that -- what		4	A I don't know -- I don't know who the trustee of	
11:30:52	5		was the date of this? Hang on a second.	11:32:43	5	the Bergstein Family Trust is. But it wouldn't surprise	
	6	Q	If you look at Page 971.		6	me.	
	7	A	Yeah.		7	Q And the same borrowing certificate, do you know	
	8	Q	The borrower certificate.		8	or have an understanding at the time that you signed	
	9	A	You're saying when I signed -- when I signed		9	this document, why \$150,000 was going to the law firm of	
11:31:09	10	this document, did I know that 200,000 was going to		11:32:56	10	O'Melveny & Myers?	
	11	Gerova?			11	A I do not.	
	12	Q	No, sir. Okay. Let me clear that up. That's		12	Q Were the -- the notation in the wire transfer	
	13	a fair point.			13	for O'Melveny & Myers, you understand that be a law	
	14	A	Sorry if I misunderstood you.		14	firm; correct?	
11:31:13	15	Q	Looking at the borrowing certificate --	11:33:10	15	A Yes. I've actually used them before.	
	16	A	Okay.		16	Q And the message is "For Gerova"; correct?	
	17	Q	-- that you executed that starts on Page 970.		17	A Gerova, yes.	
	18	A	Looking at it.		18	Q Was it your understanding at the time you	
	19	Q	Okay. Going to the next page, 971, that's your		19	signed this document that that \$150,000 was going to use	
11:31:24	20	signature for Arius Libra; correct?		11:33:20	20	these -- that amount of -- let me start over.	
	21	A	Yes, sir. Yes, sir.		21	Was it your understanding when you signed this	
	22	Q	And, again, you signified that you're signing		22	borrowing certificate that the \$150,000 in loan proceeds	
	23	in your capacity as secretary of Arius Libra; correct?			23	was going to pay legal fees incurred on behalf of Gerova	
	24	A	Yes, sir.		24	Management?	
11:31:34	25	Q	And you understood that signifying that you	11:33:38	25	MR. WIECHERT: Calls for speculation. No	

		Page 106		Page 108
11:33:38	1	foundation.	11:35:22	1 and is attached hereto.)
	2	THE WITNESS: It was legal fees. The message	2	BY MR. WALKER:
	3	is Gerova, so I don't know if it was a Gerova matter, a	3	Q Let me hand you what's been marked as
	4	Gerova legal. I don't know. But I do know O'Melveny &	4	Exhibit 15, sir.
11:33:45	5	Myers is a law firm.	11:35:34	5 A Thank you.
	6	BY MR. WALKER:	6	Q Go ahead and take a look at this document and
	7	Q Going to the final page of Exhibit 14.	7	let me know when you've completed your review, please.
	8	A 973?	8	A Okay.
	9	Q Yes, sir. We see another borrowing	9	Q So this starts with an e-mail -- Exhibit 15
11:33:55	10	certificate; correct?	11:35:51	10 starts with an e-mail from Majid Zarrinkelk; correct?
	11	A Yes, sir.	11	A Yes, sir.
	12	Q And on the second page of this document we see	12	Q That would be your financial advisor and
	13	that you signed as the representative of Arius Libra	13	longtime trusted friend and family member?
	14	again in your capacity as an officer of the company?	14	A Yes, sir.
11:34:06	15	A Yes, sir.	11:36:00	15 Q And he was sending this e-mail to Jeff Solomon,
	16	Q And that office would be secretary?	16	another friend and an attorney that you knew; correct?
	17	A Yes, sir.	17	A He was an employee, yes.
	18	Q So going to the first page of the borrowing	18	Q Okay. But he was also a friend and an
	19	certificate on Page 972.	19	attorney?
11:34:15	20	A Yes, sir.	11:36:10	20 A Yes, he was. We've established that, yes.
	21	Q We see \$350,000 is being wired to the Henry N.	21	Q He also sent it to you; correct?
	22	Jannol client trust account; correct?	22	A Yes, sir.
	23	A Yes, sir.	23	Q And he sent it to Mr. Bergstein; correct?
	24	Q What was the purpose of that wire?	24	A Yes, sir.
11:34:29	25	A I don't know.	11:36:17	25 Q Now, there's a courtesy copy to Ray Shahab. Do
		Page 107		Page 109
11:34:32	1	Q Did you understand what Henry Jannol was to do	11:36:19	1 you see that?
	2	with the funds once received in his client trust	2	A Yes, sir.
	3	account?	3	Q What was his role in all of this?
	4	A No, sir.	4	A Ray used to work for Majid. He was, like, a
11:34:41	5	Q Did it concern you that you were approving a	5	low-level accounting kind of clerk who was with Majid
	6	\$350,000 draw on the Arius Libra debt and directing it	6	for a number of years. And he ultimately ended up
	7	to the Henry Jannol client trust account having no	7	getting fired.
	8	understanding of its purpose?	8	Q And what was -- what were the circumstances for
	9	MR. WIECHERT: Assumes facts. No foundation.	9	his firing?
11:34:59	10	THE WITNESS: No. Henry is a lawyer that did a	11:36:34	10 A I think he did some shady stuff. Majid found
	11	bunch of work for David. And I thought he was paying	11	out about it and fired him immediately and got rid of
	12	him for legal fees or for whatever they were doing at	12	his license or whatever you do and reported him to
	13	the time.	13	whomever and whatnot.
	14	BY MR. WALKER:	14	Q Now, Mr. Zarrinkelk says, "Dear Kia, review of
11:35:05	15	Q Did Mr. Jannol ever do or provide any legal	11:36:49	15 the updates list of entities. See attached No. 3, 7
	16	services for the benefit of any company in which you had	16	from first group, and No. 2, 3 and perhaps 4 from second
	17	an interest or an office?	17	group shows that there a few companies that are
	18	A Yes. There were times where Henry Jannol did	18	considered subsidiaries of K.Jam Media."
	19	represent me.	19	Did I read that correctly?
11:35:16	20	Q Let me --	11:37:03	20 A Yes, sir.
	21	MR. WIECHERT: Including this lawsuit?	21	Q And he asked, "Is there any particular reason
	22	THE WITNESS: Yeah. He was my lawyer on this	22	for this treatment"; correct?
	23	lawsuit for a while.	23	A Uh-huh.
	24	(Exhibit 15 was marked for	24	Q All right. So looking at what he's attaching,
11:35:22	25	identification by the Court Reporter	11:37:10	25 the next page, 461.

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11:37:12	1	A Yes, sir.	11:39:05	1	A Uh-huh.
	2	Q Is a list -- it starts with a list of 14		2	Q And it shows that was wholly owned by you
	3	entities; correct?		3	individually; correct?
	4	A Yes, sir.		4	A Yes, sir.
11:37:16	5	Q Okay. Now, he -- it shows that CAC Group,	11:39:10	5	Q It shows K.Jam -- KJMI Holdings, Inc., a wholly
	6	Inc., is a wholly owned subsidiary of K.Jam Media, Inc.;		6	owned subsidiary of K.Jam Media, Inc.; correct?
	7	correct?		7	A Uh-huh.
	8	A Yes, sir.		8	Q Was as the purpose of that company?
	9	Q That would be your company?		9	A I think it was set up at some point -- I don't
11:37:29	10	A Yes, sir.	11:39:22	10	remember specifically. I think it had something to do
	11	Q It shows that Integrated Administration, a		11	with the -- one of these entities -- no, that was R&T.
	12	California corporation, was a wholly owned subsidiary of		12	I don't actually remember. And I -- I think I either
	13	K.Jam Media, Inc.; correct?		13	closed it or turned it over to David. I don't remember.
	14	A Yes, sir.		14	Q Pagoda Services, Inc., was also a wholly owned
11:37:36	15	Q Again, your company?	11:39:35	15	subsidiary of K.Jam Media, Inc.; correct?
	16	A Yes, sir.		16	A Yes.
	17	Q Now, with respect to the companies in Item 4, 5		17	Q And what was your position in that company?
	18	and 6, did you own any interest in either Cyrano Group,		18	A I don't remember.
	19	Gion Funding, or Hojo Capital?		19	Q What was the purpose of forming that company?
11:37:49	20	A No, sir. At one point when David launched	11:39:47	20	A Pagoda was formed with a group of -- with this
	21	Cyrano, he came to me and said he wants me to kind of be		21	investors. I think the Weston guys were going to be
	22	the entertainment guy in Cyrano. So for a while I was		22	involved. There was a guy out of the U.K., some -- a
	23	the entertainment guy in Cyrano. I as on the website		23	guy named Keith Harris was a big financial guy out of
	24	for a brief period while, you know, the company was		24	U.K. who flew here and met. He was going to get
11:38:04	25	happening.	11:40:06	25	involved. It was going to be an entity that was going
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11:38:05	1	And then I never really did anything in that	11:40:07	1	to raise a bunch of money and do a bunch of deals and
	2	capacity for Cyrano. And then Cyrano ended up doing		2	things of that sort.
	3	flavor producer deals and a bunch of other deals I had		3	And then there was, at one point, a Pagoda, I
	4	absolutely nothing to do with. I was focused on my own		4	think, U.K. set up as well, but that ended up -- we shut
11:38:16	5	stuff at the time.	11:40:16	5	that down. Nothing ever became of -- of that.
	6	So that's the only one. I don't know Hojo. I		6	Q Now, turning to the next page, 462, I take it
	7	don't know what those things are.		7	this continues in terms of the documents that Majid
	8	Q Now, looking at item No. 8, that's a wholly		8	Zarrinkelk created; correct?
	9	owned subsidiary of Graybox. Do you ever hold an office		9	A This one, no. I think Majid created this one.
11:38:28	10	or have any position with that company?	11:40:31	10	This looks like the -- the document that Jeff had
	11	A With Graybox?		11	created internally.
	12	Q No, sir. Kambe Asset Management?		12	Q Jeff who, sir?
	13	A No.		13	A Jeff Solomon. Sorry.
	14	Q What about Matrix Hub, Inc. Did you have any	11:40:39	15	Q Do you believe that he was competent to create a
	15	position or have any ownership interest in that company?		16	chart of this nature that would be accurate?
	16	A I don't think so.		17	A I think the point of this was to get it to be
	17	Q But you did have an interest and hold an office		18	accurate. There was a lot of missing stuff. So he
	18	in Pineboard Holdings, the parent; correct?		19	would do what he found, and then we'd try to get to the
	19	A I believe I did. I believe I did. I know that		20	bottom of it. But, so I don't know if this actually
11:38:50	20	I had a Pineboard bank account that I was the signer on.	11:40:52	20	ever became fully accurate while he was an -- an
	21	So I believe so. I don't recall specifically, but I		21	employee.
	22	believe so.		22	Q But was it your understanding at the time he
	23	Q Under item -- the next list, it says, "Entities		23	was creating this chart that he would only put
	24	to be added." It has K.Jam Media, Inc., as the first		24	information that he believed to be accurate at the time?
11:39:05	25	one; correct?	11:41:03	25	A No, he would not. He would --

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11:41:06	1	MR. WIECHERT: It's okay. Go ahead.		11:42:26	1	serving an eight-year sentence in federal prison for	
	2	THE WITNESS: Sorry. He would put information			2	fraud, essentially?	
	3	that he had and he would seek to see if it was accurate			3	MR. WIECHERT: Calls -- it's irrelevant.	
	4	or not, or if there was any further information that he			4	THE WITNESS: He's serving in prison. Again, I	
11:41:14	5	was not privy to at the time.		11:42:34	5	don't know the specifics of his crime or charges.	
	6	BY MR. WALKER:			6	BY MR. WALKER:	
	7	Q Let's look at Page 462, the Arius Libra chart.			7	Q And the Hallacs and Mr. Wellner have all plead	
	8	A Okay.			8	guilty to various crimes; correct?	
	9	Q Okay?			9	MR. WIECHERT: It's argumentative and asked and	
11:41:20	10	A Yes, sir.		11:42:43	10	answered.	
	11	Q Going down five items to certificate of			11	THE WITNESS: I know Albert and Keith have. I	
	12	secretary.			12	don't know if Jeff has.	
	13	A Okay. I see it.			13	Has he?	
	14	Q He notes that that was signed as of July 28,			14	BY MR. WALKER:	
11:41:27	15	2011, by Kia Jam?			15	Q Fair enough.	
	16	A Okay.			16	A Has he? I don't know.	
	17	Q Was that accurate?			17	Q Looking at officers, it lists you as the	
	18	A I don't know. But if he says it here, maybe it			18	corporate secretary; correct?	
	19	was. I'm sure it was. I don't have any reason to think			19	A Yes, sir.	
11:41:36	20	it wasn't. And that's -- this is an easy thing to find.			20	Q And that's consistent with the documents, the	
	21	Q Yes, sir. I mean, he could certainly observe			21	borrowing certificates that we saw that you signed in	
	22	the certificate of secretary --			22	that capacity?	
	23	A Yes, sir.			23	A Yes. I was the guy that was in the office	
	24	Q -- and see that, in fact, you had signed it?			24	every day. So if something needed to be signed, that's	
11:41:45	25	A That's correct.		11:43:03	25	why I became the secretary, because David was never	
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11:41:45	1	Q Okay. Going down a couple of items to banking		11:43:05	1	around and Keith lived in Florida. Or New York,	
	2	resolution.			2	wherever he was. So in my capacity as secretary, if	
	3	A Okay.			3	something needed to be done, I was the guy in the office	
	4	Q He notes that that was signed by Kia Jam on			4	60, 100 hours a week. So that's why I was the	
11:41:51	5	November 21, 2011; correct?		11:43:15	5	secretary.	
	6	A Okay. Yes, he does.			6	Q And you understood that there was legal	
	7	Q What is a banking resolution as the phrase is			7	significance on any document that you executed as	
	8	used in that context?			8	corporate secretary for that company; correct?	
	9	A I think it's a resolution that allows you to			9	A Yes.	
11:42:00	10	open a bank account for the entity.		11:43:23	10	Q Looking at the next item, CAC Group, Inc., on	
	11	Q So you were facilitating that process for Arius			11	Page 464.	
	12	Libra?			12	A Yes, sir.	
	13	A Yes. According to this, yes.			13	Q There under resolutions of incorporator, it	
	14	Q Going down to directors.			14	says, "Kia Jam appointed director by signed resolution."	
11:42:08	15	A Okay.		11:43:36	15	Did I read that correctly?	
	16	Q Do you see that section?			16	A Yes.	
	17	A I do.			17	Q And that was as of November 4, 2011?	
	18	Q And it lists you as a director; correct?			18	A Okay.	
	19	A It does.			19	Q Is that what you understand looking at this,	
11:42:13	20	Q And that was accurate?		11:43:44	20	sir?	
	21	A I don't recall.			21	A Yes, sir.	
	22	Q It also lists David Bergstein, Albert Hallac,			22	Q And was that accurate?	
	23	Jeff Hallac, and Keith Wellner as directors; correct?			23	A I don't know.	
	24	A Yes, sir.			24	Q Do you have any reason to dispute that	
11:42:24	25	Q And Mr. Bergstein is now, as we've indicated,		11:43:50	25	information as Mr. Campbell listed it in this chart?	

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11:43:53	1	A	You mean Mr. Solomon?	11:45:52	1	Q	At the very top.
	2	Q	Mr. Solomon. Thank you.		2	A	Okay. Yes, sir. That's what it says.
	3	A	No, but I haven't seen the document. I'm sure		3	Q	And under certificate of secretary, it shows
	4		it is.		4		that you signed that on October 5, 2011; correct?
11:43:59	5	Q	Okay. Looking at directors, he notes for CAC	11:46:02	5	A	That's what it says.
	6		Group, Inc., which is also designated as a wholly owned		6	Q	And it shows that you signed a banking
	7		subsidiary of K.Jam Media; correct?		7		resolution on December 19, 2011; correct?
	8	A	Yes. That is correct. That I know to be fact.		8	A	That's what it says. Yes, sir.
	9	Q	Okay. So under directors, you were the		9	Q	Do you have any factual basis to dispute that
11:44:10	10		chairman and sole director; correct?	11:46:11	10		you signed both of those documents on the indicated
	11	A	Yes, sir.		11		dates?
	12	Q	And under officers, you were both the president		12	A	No. I just haven't seen them, so I'm just
	13		and secretary; correct?		13		assuming they're correct.
	14	A	Yes, sir.		14	Q	With respect to the waiver of notice of first
11:44:18	15	Q	And the shares were issued, 50 shares to K.Jam	11:46:20	15		meeting of stockholders, we saw that you signed several
	16		Media; correct?		16		of those for K.Jam Media at the beginning of this
	17	A	That's what it says.		17		proceeding; correct?
	18	Q	Looking to Page 468, Integrated Administration.		18	A	Yes, sir.
	19	A	Okay.		19	Q	So you understood what that document was;
11:44:38	20	Q	That's noted at the top that that was also hold	11:46:29	20		correct?
	21		a wholly owned subsidiary of K.Jam Media, Inc.; correct?		21	A	Yes, sir.
	22	A	Yes.		22	Q	And in this instance, for Matrix Hub, Inc., as
	23	Q	So this -- this was your company?		23		of October 5, 2011, "Kia Jam to sign for Pineboard."
	24	A	Yes.		24		Did I read that correctly?
11:44:46	25	Q	Under the certificate of secretary it shows	11:46:40	25	A	That's what it says.
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11:44:48	1		that you signed it as of August 9, 2011; correct?	11:46:41	1	Q	Did you, in fact, sign on behalf of Pineboard?
	2	A	Sure.		2	A	I don't recall.
	3	Q	And under resolutions of incorporator, it shows		3	Q	Under the directors and officers it shows that
	4		that you were appointed director; correct?		4		for Matrix Hub, Inc., that you were the chairman and
11:44:58	5	A	Yes, sir.	11:46:50	5		sole director and both the president and secretary;
	6	Q	It shows that as to the banking resolution,		6		correct?
	7		that you signed that document on December 6, 2011;		7	A	That's what it says. Yes, sir.
	8		correct?		8	Q	And under the shares issued, 100 shares were
	9	A	Yes, sir.		9		issued to Pineboard; correct?
11:45:10	10	Q	And going down to director and officers, you	11:47:03	10	A	That's what it says. Yes, sir.
	11		were listed as the chairman and sole director, the		11	Q	So Pineboard was the sole owner of Matrix Hub,
	12		president, the secretary, and the chief financial		12		Inc.; correct?
	13		officer; correct?		13	A	That's what it says, sir.
	14	A	Yes, sir.		14	Q	What was the purpose of forming Matrix Hub?
11:45:24	15	Q	And under shares issued, you were individually	11:47:13	15	A	I don't recall.
	16		issued 1,000 shares of Integrated Administration;		16	Q	Looking at Page 472.
	17		correct?		17	A	Yes, sir.
	18	A	That's what it says.		18	Q	We have Owari Opus, Inc.; correct?
	19	Q	So you were the sole owner?		19	A	Yes, sir.
11:45:33	20	A	Yes, sir.	11:47:26	20	Q	And in parentheticals it says "TBD"; correct?
	21	Q	Going to Matrix Hub, sir, at Page 470.		21	A	Yes, it does.
	22	A	Yes, sir.		22	Q	What did you understand that to signify?
	23	Q	Matrix Hub was shown to be a wholly owned		23	A	I don't know. Maybe it hadn't been formed yet.
	24		subsidiary of Pineboard Holdings, Inc.; correct?		24		Maybe it was an entity they wanted to form. Had not
11:45:50	25	A	Where does it say that?	11:47:38	25		been formed as of yet. I don't know.

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11:47:40	1	Q Well, it shows on the third item, certificate	11:49:26	1	Q And other than the two Hallacs and Wellner,
	2	of incorporation.		2	there's another gentleman, Paul Parmar.
	3	A Oh, it was incorporated. Yes, it was formed.		3	A Yes, sir.
	4	Q Okay. So Owari Opus was incorporated on		4	Q Correct?
11:47:47	5	October 21, 2010; correct?	11:49:33	5	And he was just recently indicted for fraud;
	6	A Right. Maybe they hadn't issued shares yet. I		6	correct?
	7	don't know. Because in the -- where the parenthetical		7	A I understand that to be the case. Yes, sir.
	8	is in all the other ones it said if it was a subsidiary		8	Q And looking at officers, you were designated as
	9	or not. So maybe they hadn't -- that determination had		9	the president and the corporate secretary; correct?
11:47:59	10	not been made by David yet.	11:49:43	10	A That is correct, sir.
	11	Q Okay. And under officers it showed that you		11	Q And under shares issued, Mr. Parmar got 38
	12	were to be president and David Bergstein would be		12	shares; correct?
	13	secretary; correct?		13	A Uh-huh. Yes, sir. Sorry.
	14	A That's what it says.		14	MR. WIECHERT: That's what the document says.
11:48:11	15	Q Going to the next page, 473, if you could,	11:49:56	15	Are you asking him if he has personal knowledge of that?
	16	please.		16	BY MR. WALKER:
	17	A Yes, sir.		17	Q And under shares issued, it shows 62 shares
	18	Q Now, this is for Pineboard Holdings, Inc.;		18	were issued to Arius Libra; correct?
	19	correct?		19	A That -- that's what the document says, yes. I
11:48:19	20	A Yes. That's what it says.	11:50:07	20	don't think if either of those two things actually
	21	Q And it shows that it was Weston, slash, Arius		21	happened.
	22	entity; correct?		22	Q Well, we looked back at Page 462 and saw that
	23	A Yes.		23	you were you the director and secretary of Arius Libra;
	24	Q And it shows that on September 8, 2011, you		24	correct?
11:48:30	25	signed the resolutions of the incorporator and that you	11:50:19	25	A Yes, sir.
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11:48:35	1	were appointed a director; correct?	11:50:20	1	Q So were you made aware or did you have
	2	A I was appointed director. I don't know if it		2	knowledge as the director or corporate secretary of
	3	says I signed the resolution. It says I was appointed.		3	Arius Libra that it owned a 62 percent interest in
	4	So --		4	Pineboard?
11:48:44	5	Q Okay. Fair enough.	11:50:29	5	A I don't remember at that time.
	6	A -- just to be clear. I don't want to --		6	Q And going to the final page -- or, I'm sorry,
	7	Q Well, let me -- let me re-ask the question to		7	the second-to-last page, sir, 474.
	8	be fair. Under resolutions of incorporator it shows		8	A 74? Yes, sir.
	9	that as of September 8, 2011, you were appointed a		9	Q Yes, sir.
11:48:53	10	director of Pineboard Holdings?	11:50:38	10	This is for Swartz IP Services Group, Inc.;
	11	A That's what it says.		11	correct?
	12	Q And under resolutions adopted by sole director,		12	A Yes, sir.
	13	that would be you; correct?		13	Q And it shows to be a Jerry Swartz/Owari Opus,
	14	A It -- I don't know if anybody else was		14	Inc., entity; correct?
11:49:04	15	appointed on that day, but --	11:50:51	15	A Yes, sir.
	16	Q There's no one noted; correct?		16	Q And under shares issued, there were 7,000
	17	A No one's noted. But sure.		17	shares issued to Owari Opus; correct?
	18	Q Okay. So and under resolutions adopted by sole		18	A That is correct. That's what it says, yes.
	19	director, it shows that you appointed -- you were		19	Q So this -- this reflects that of the 8,000
11:49:12	20	appointed president and secretary of Pineboard Holdings	11:51:00	20	shares issued, Owari Opus owned 7,000 of them; correct?
	21	on September 8, 2011; correct?		21	A That's what this document says, yes.
	22	A That's what it says. Yes, sir.		22	Q And as we saw on Page 472 of this exhibit, you
	23	Q Okay. Under directors, it lists you as a		23	were president of Owari Opus; correct?
	24	director; correct?		24	MR. WIECHERT: Calls for speculation. That's
11:49:25	25	A Yes, it does.	11:51:12	25	what the document -- document speaks for itself.

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11:51:14	1	THE WITNESS: That's what the document says. I 2 don't know if that was the case or not. But that's what 3 the document on 472 says, yes. 4 BY MR. WALKER:	11:54:20 1 A Yes. In this case, clearly he's doing work for 2 Sovrin and Pineboard. So the answer is yes. 3 Q Okay. And you ask him, in your e-mail to 4 Mr. Warshawsky that begins on the second page of this 5 exhibit, "I understand -- there on the third line you 6 state, "I understand that you were the acting CFO for 7 Pineboard and Sovrin Health." 8 Did I read that correctly? 9 A Yes, sir.
11:51:26	5	Q Do you have any factual basis to dispute that 6 those shares were issued to Owari Opus? 7 MR. WIECHERT: Assumes facts not in evidence. 8 THE WITNESS: I don't know if they were or were 9 not. 10 BY MR. WALKER:	11:54:35 5 Q "Both have bank accounts and that you are 12 getting copies of them (if not, we need to arrange 13 that)"; correct? 14 A Yes, sir. 15 Q And you state, "I need Majid to get copies as 16 well." 17 Did I read that correctly? 18 A Yes, sir.
11:51:35	10	Q So you have no factual basis to dispute it 11 either way? 12 MR. WIECHERT: Calls for speculation. No 13 foundation. The question's argumentative. 14 THE WITNESS: I don't know if they were or were 15 not. I'm not trying to dodge your question. I just 16 don't know if they were or were not. 17 BY MR. WALKER:	11:54:45 10 Q You were talking about copies of the, I guess, 18 bank statements? 19 A Bank statements, yes. 20 Q In the normal course of business? 21 A Yes, sir. 22 Q And then you say, "As I am the name on the 23 companies, I want to make sure my business manager Majid 24 is fully in the loop." 25 ///
11:51:51	20	THE WITNESS: Thank you.	11:55:02 20
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11:51:57	1	BY MR. WALKER: 2 Q Let me know when you've completed your review 3 of the document, sir. 4 A Just one second, please.	11:55:12 1 Did I read that correctly? 2 A Yes, sir. 3 Q What were you referring to saying that you were 4 the name on the companies?
11:52:28	5	Q Of course. Take your time. 6 A Okay. I read my e-mail; I read his. 7 MR. WIECHERT: "Dude" is a California phrase. 8 THE WITNESS: I was in Russia, I think, at this 9 time.	11:55:18 5 A These were companies that I was actively -- 6 actively involved with in running, and I was -- there 7 were checkbooks, there were bank accounts that I was 8 privy to, so if there was checks that were being 9 written, I always wanted to make sure everything was 10 done by the book and Majid had copies of all expenses in 11 and out of the bank account so he could take care of the 12 ledgers and whatnot.
11:53:54	10	Okay, sir.	11:55:31 10 Q Now, were you the name on the companies because 12 of the issue you identified earlier, that Mr. Bergstein 13 was going through the ugly bankruptcy and you were 14 taking the lead?
11:54:01	11	BY MR. WALKER: 12 Q All right. So going back to the first e-mail 13 in this thread, it begins on the second page; correct? 14 A Yes, sir.	11:55:43 15 A Probably, yeah. This was all around the same 16 time, yes.
11:54:01	15	Q And it's from you to a gentleman named Evan 16 Warshawsky; correct?	11:55:43 15 Q And so by taking the lead on these companies, I 16 take it Mr. Bergstein, despite his bankruptcy, remained 17 involved with Pineboard and Sovrin; correct?
11:54:10	17	A Yes, sir.	11:55:56 20 A Yes, very much so. He did all the negotiations 18 with the Weston guys and Paul Parmar and everybody else. 19 I was just kind of running the day-to-day administrative 20 work.
11:54:10	18	Q And what was Mr. Evan Warshawsky's role?	11:55:56 21
11:54:10	19	A Evan was an accountant CFO type that was doing 20 work for various David Bergstein entities.	11:55:56 22
11:54:20	21	Q Was he doing work for some of your entities as 22 well?	11:55:56 23
11:54:20	23	A Not my entities meaning K.Jam.	11:55:56 24
11:54:20	24	Q Entities in which you were either an officer or 25 had an ownership interest?	11:56:11 25

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11:56:12	1	Q So did anyone outside of the circle -- 2 potential investors or whoever -- you were helping to 3 obscure David Bergstein's involvement, given his ugly 4 bankruptcy, by becoming the name on the companies.	11:58:10 1 A Sovrin was -- you know, we had a whole bunch of 2 employees that were starting to generate funding and 3 there was something to do with -- Paul Parmar was paid a 4 bunch of money to get some sort of software or something 5 that was critical to the business and he absconded with 6 that money and that affected their ability to continue 7 to do business. So, unfortunately, Sovrin stopped doing 8 business.
11:56:22	5	Is that a fair statement?	9 Q And that happened while you remained an officer 10 of the company?
	6	A No. I don't -- I don't think it is.	11 A Yes, I was an officer of the company when that 12 happened.
	7	Q Going to Mr. Warshawsky's response. This was 8 sent to you on March 13, 2012?	13 Q Let me hand you what's been marked as 14 Exhibit 17.
	9	A That's what it says, yes.	15 (Exhibit 17 was marked for 16 identification by the Court Reporter 17 and is attached hereto.)
11:56:39	10	Q And in the second paragraph he states, "I'm 11 currently acting as CFO for Sovrin." And there in the 12 last sentence of that paragraph he says, "The budget was 13 finalized yesterday and should be delivered to Weston's 14 chairman today."	18 THE WITNESS: Okay.
11:56:51	15	Did I read that correctly?	19 BY MR. WALKER:
	16	A That's what you read, yes.	20 Q All right. Starting at the bottom there on the 21 first page of Exhibit 17 there is an e-mail from Fryni 22 Biedak to Mr. Woodward; correct?
	17	Q Why was the budget for Sovrin being sent to 18 Weston's chairman?	23 A Yes.
	19	A I don't know. Weston was funding -- Weston put 20 money into Pineboard and that money was used for Sovrin, 21 I guess.	24 Q With a courtesy copy to you and Mr. Bergstein; 25 correct?
11:57:02	20	I was actually out of the country when this was 21 going on. I was in north of the Arctic Circle shooting a 22 movie, so I was not involved in any of those 23 discussions. As you could see by the reference to the	
		Page 131	Page 133
11:57:15	1	snow and something I don't want to say on camera. So I 2 was actually way not here.	11:59:47 1 A Yes, sir.
	3	Q So going to the fourth paragraph of	2 Q And it references "Swartz IP Services Texas 3 taxes."
	4	Mr. Warshawsky's e-mail, he advised you, he says, "You	4 Did I read that correctly?
11:57:30	5	are currently the president, secretary, and sole	5 A Yes, sir.
	6	director of Sovrin Health Services Inc., a Delaware	6 Q So she's forwarding information to Mr. Woodward 7 and asking that he file the return ASAP; correct?
	7	corporation; correct?	8 A Yes.
	8	A Yes, sir.	9 Q And then there's another e-mail above that from
	9	Q And was that a correct statement at the time 10 made?	10 Ms. Biedak to Mr. Woodward that copies you and 11 Mr. Bergstein and Steve Piscula; correct?
11:57:39	10	A I think so. I'm not sure.	12 A Yes, sir.
	11	Q He goes on to state, "Pineboard Holdings, Inc.	13 Q And this is on January 19, 2012; correct?
	12	is a wholly owned subsidiary of Sovrin. You're also the	14 A Yes.
	13	only officer of Pineboard."	15 Q And she says, "Hi, Scott. We are going through 16 our filings for the new year. You were able to help us 17 out with the franchise filing for Swartz IP in Texas 18 last November. According to the records, the company is 19 in good standing through May 15, 2012."
11:57:48	15	Was that a correct statement when made?	20 Did I read that correctly?
	16	A I -- I think so. I don't know.	21 A That's what it says.
	17	Q And he concludes there at the beginning of the	22 Q And looking at the last page of Exhibit 17, we 23 see a printout from a website operated by the Texas 24 government -- state government that shows that, under status, Swartz IP is in good standing, not for
	18	next paragraph, "I'll definitely keep you and Majid in 19 the loop on everything. The office lease has been 20 signed and I'm waiting for a check."	
11:58:00	21	Did I write -- did I read that correctly?	
	22	A Yes, sir.	
	23	Q Okay. Is Sovrin in business today?	
	24	A No, sir.	
11:58:08	25	Q What happened to Sovrin?	

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12:00:48	1	dissolution or withdrawal through May 15, 2012; correct?		12:02:48	1	government for Swartz IP at any time?	
	2	A Yes, sir.			2	A No.	
	3	Q And then at the top Mr. Woodward responds to			3	Q Why don't we take a break for lunch. Maybe an	
	4	Ms. Biedak with a copy to you, Mr. Bergstein and			4	hour.	
12:01:01	5	Mr. Piscula, and says, "Happy New Year. Please provide		12:02:58	5	MR. WIECHERT: Sure.	
	6	me with the 2011 reports."			6	THE VIDEOGRAPHER: We are going off the record	
	7	And the first one he requests is the			7	at 12:00 p.m.	
	8	December 31, 2011, balance sheet; correct?			8	(A recess was taken.)	
	9	A That's what it says.			9	THE VIDEOGRAPHER: And we are back on the	
12:01:14	10	Q The next on was the January 1, 2011, to		13:12:12	10	record at 1:10 p.m.	
	11	December 31, 2011, general ledger; correct?			11	(Exhibit 18 was marked for	
	12	A That's what it says.			12	identification by the Court Reporter	
	13	Q The next one was the January 1, 2011, to			13	and is attached hereto.)	
	14	December 31, 2011, profit and loss statement; correct?			14	BY MR. WALKER:	
12:01:28	15	A Yes, sir.		13:12:15	15	Q Mr. Jam, sir, I've handed you Plaintiff's	
	16	Q Okay. Did you ever see the 2000 -- the			16	Exhibit 18. Have you seen is this document before?	
	17	December 31, 2011, balance sheet?			17	A Yes, I have.	
	18	A No, I don't think so.			18	Q And what do you understand this document to	
	19	Q For Swartz IP?			19	represent?	
12:01:38	20	A No. I was not in control of the bank accounts.		13:12:27	20	A A letter of intent to buy property.	
	21	I don't -- I don't know anything about those.			21	Q Was this beachfront property?	
	22	Q Yes, sir. But regardless of whether you were a			22	A I don't know.	
	23	signatory on the banks accounts, did you ever actually			23	Q How are you familiar with it?	
	24	see a balance sheet prepared for Swartz IP for that			24	A David sent it to me at some point, and I think	
12:01:50	25	particular year?		13:12:39	25	I signed it. I don't recall specifically, but I've seen	
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12:01:51	1	A I don't recall.		13:12:43	1	this before.	
	2	Q Did you ever actually see a general ledger for			2	MR. WIECHERT: And I'm sorry, Counsel. Did you	
	3	Swartz IP for the 2011 year?			3	say beachfront --	
	4	A I don't recall.			4	MR. WALKER: Uh-huh.	
12:01:58	5	Q Did you ever actually see a profit and loss		13:12:50	5	MR. WIECHERT: -- earlier?	
	6	statement for Swartz IP for the 2011 calendar year?			6	It's -- I don't think Hollywood has any	
	7	A I don't recall.			7	beachfront property.	
	8	Q Did you ever ask to see them?			8	BY MR. WALKER:	
	9	A No.			9	Q Where is this property located?	
12:02:11	10	Q He goes on to state, "I would need to file the		13:12:59	10	A I don't know. It says 1377 North Serrano	
	11	federal corporate income tax return and the related			11	Avenue, L.A., California 90027. I don't know where that	
	12	Texas franchise tax return."			12	is. I can look it up.	
	13	Did I read that correctly?			13	Q No, it's okay.	
	14	A Yes, sir.			14	Why would Swartz IP be making an offer to buy	
12:02:21	15	Q Did you ever actually see a corporate federal		13:13:16	15	this \$13 million piece of property?	
	16	income tax return filed on behalf of Swartz IP?			16	A I do not know.	
	17	A I don't recall if I did.			17	Q What was the business that Swartz IP was in?	
	18	Q Did you ever execute the -- a federal corporate			18	A I don't know what David was doing with the	
	19	income tax return on behalf of Swartz IP?			19	company. I was involved in very little of what it did.	
12:02:34	20	A I don't think so. I don't recall if I did.		13:13:28	20	But I don't know what David was doing. He was one who	
	21	Q Did you ever see a Texas franchise tax return			21	negotiated and dealt with everything that the company	
	22	prepared and filed on behalf of Swartz IP?			22	was doing.	
	23	A I don't think so. I don't recall if I did.			23	Q Right. And, of course, we've seen that you	
	24	Q Did you ever ask to see the tax return filed			24	executed legal documents as vice president of the	
12:02:45	25	with the federal government or the Texas state		13:13:39	25	company.	

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13:13:39	1	MR. WIECHERT: That's asked and answered.	13:15:27 1 Let me show you what's been marked as
	2	BY MR. WALKER:	2 Exhibit 19. Feel free to look at it and let me know
	3	Q My -- my question is, what did you understand	3 when you've completed your review, please.
	4	the nature of Swartz IP's business to be?	4 A Okay.
13:13:47	5	A At that time, it was just one of the investment	13:15:57 5 Q All right. Does this appear to be an e-mail
	6	vehicles that, I guess, David was using for a series of	6 thread?
	7	businesses. I don't know specifically.	7 A Yes, it does.
	8	Q In Paragraph 2, escrow and closing, do you know	8 Q Looking at Page 579, the second page of the
	9	what the source of the \$390,000 escrow deposit was going	9 exhibit, let's start and take the e-mails in order,
13:14:06	10	to be?	10 okay?
	11	A No, I do not.	11 A Okay.
	12	Q After you signed this contract, a letter of	12 Q So Katrina Stagner, who appears to be in the
	13	intent on behalf of Swartz IP Services, Inc. --	13 U.K.; correct?
	14	A I think I signed it. I'm not certain, but I	14 A Yes. She's a lawyer in the U.K.
13:14:20	15	think I signed it.	15 Q All right. And who was she working for?
	16	Q Okay.	16 A She worked with David for a very long time.
	17	MR. WIECHERT: Assumes facts not in evidence.	17 She did a lot of work with a company called Capitol
	18	BY MR. WALKER:	18 Films initially, which is a company that David and Ron
	19	Q And we see there on the signature line for	19 Tutor bought. And she did some legal work for David as
13:14:24	20	Swartz IP, certainly your name is located there;	20 needed in the U.K. for U.K. companies.
	21	correct?	21 Q What ever happened to Capitol Films?
	22	A That is correct.	22 A Capitol Films was bought by Ron Tutor and David
	23	Q Okay. So if this contract was signed, was this	23 Bergstein from the ladies that started it. They used
	24	property actually closed on?	24 it. It got put into some sort of involuntary
13:14:34	25	A Not to my knowledge.	25 bankruptcy. And then, I guess, they got it back out and
		Page 139	Page 141
13:14:36	1	Q What happened?	13:16:49 1 it's currently owned by, I think, Mr. Tutor and David
	2	A I don't know. I had nothing to do with it.	2 still, and there's a guy selling the rights to the
	3	Q You don't know if it failed to close, why it	3 library and it's generating money. But I have nothing
	4	failed to close?	4 to do with it.
13:14:44	5	A No, I do not. David would buy distressed	13:16:59 5 Q Now, Ms. Stagner writes Mr. Bergstein and says,
	6	assets. Maybe it was a distressed asset he was going to	6 "I'm having trouble finding info on Swartz IP Services,
	7	buy and sell it for more. I have no idea. I did not	7 Inc. I need an address to complete the share issue and
	8	have any interaction with Keller Williams besides this	8 the full name of at least one officer for the company."
	9	document.	9 Did I read that correctly?
13:14:55	10	Q Were you concerned when you saw that you were	13:17:14 10 A Yes, you did.
	11	being asked to sign a letter of intent for Swartz IP	11 Q Okay. And so David responds first by providing
	12	that was purchasing a piece of real estate, that that	12 her the 2420 Colorado Boulevard, Suite B205, Santa
	13	didn't comport with Swartz IP's purpose as a business?	13 Monica address; correct?
	14	MR. WIECHERT: Assumes facts not in evidence.	14 A Yes, sir.
13:15:08	15	THE WITNESS: No. I don't know what Dave was	15 Q And that was the address where you officed as
	16	up to. David was the one running it and in control of	16 well?
	17	it.	17 A That is correct.
	18	(Exhibit 19 was marked for	18 Q Then she responds on April 5, 2012, and the
	19	identification by the Court Reporter	19 subject is "Urgent, re" -- or re -- "Swartz officer
14:15:32	20	and is attached hereto.)	20 needed."
	21	BY MR. WALKER:	21 She responds, "David, if we need to get the
	22	Q Let me hand you what's been marked as --	22 filing done before signing the SPA on Tuesday, I need
	23	A Should I start a new stack?	23 the following info for the Swartz officer before
	24	Q No, sir. You can just put it right there on	24 6:00 p.m. U.K. today to e-file it today's date." And
13:15:24	25	top. That's fine.	25 she asked for name, date of birth, residential address,

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13:18:00	1	et cetera; correct?	13:20:05	1	BY MR. WALKER:
	2	A Yes.		2	Q Yeah. And if you look back to Ms. Stagner's
	3	Q Okay. And then David forwards that to you on		3	e-mail on the second page.
	4	April 5, 2012 -- I'm sorry, let me start over.		4	A The first e-mail -- I mean, the last e-mail?
13:18:12	5	The next e-mail that we see in the string on	13:20:16	5	Q I'm sorry. The last e-mail on the first page.
	6	Exhibit 19 is an e-mail from David Bergstein to		6	A Okay.
	7	Ms. Stagner with a courtesy copy to you; correct?		7	Q She says, "I need the following info for the
	8	A Yes, sir.		8	Swartz officer;" correct?
	9	Q And it appears that this is the first time that		9	A Okay. Maybe the officer that they were going
13:18:24	10	you're brought into this discussion; correct?	13:20:27	10	designate for the U.K. company that is.
	11	A Yes, sir.		11	Q Was the U.K. company, as you understood it,
	12	Q And he says, "Kia is the officer. Kia, can you		12	going to be called Swartz as well?
	13	provide?"		13	A I don't remember the details of that.
	14	Did I read that correctly?		14	Q Okay. Well, he goes on to say, "Kia is the
13:18:34	15	A Yes, sir.	13:20:39	15	officer. Kia, can you provide?" And you provide the
	16	Q And then you respond to Mr. Bergstein and		16	information; correct?
	17	Ms. Stagner at the same time; correct?		17	A Uh-huh.
	18	A Yes, sir.		18	Q And then you ask, "What are the obligations?
	19	Q And you provide your name, your date of birth,		19	Is there any personal liability from me"; correct?
13:18:45	20	your residential address, your service address -- which	13:20:48	20	A Yes.
	21	would be the same 2425 Colorado, Santa Monica,		21	Q How did Da- -- did David respond to that?
	22	California address -- your US -- USA nationality, and		22	A I don't recall if David responded to an e-mail
	23	your business occupation; correct?		23	from 2012.
	24	A Yes, sir.		24	Q Why were you concerned about liability?
13:19:00	25	Q And then you ask, "David, what are the	13:21:03	25	A I would always ask what the responsibility and
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13:19:02	1	obligation? Any personal liability from me?"	13:21:05	1	liability is, to the extent that I could or remembered
	2	Correct?		2	to at the time.
	3	A Yes, sir.		3	Q So in any instance where we've seen that you
	4	Q But you agree with me that you didn't deny that		4	were the director or officer for the various entities
13:19:09	5	you were an officer of Swartz IP; correct?	13:21:14	5	that we've already looked at, you ascertained or looked
	6	A This is for a U.K. company. Swartz IP was		6	into the liability and responsibility for those
	7	going to set up a U.K. company.		7	positions before you accepted them?
	8	Q Yes, sir. And they're asking for someone -- an		8	MR. WIECHERT: It's compound.
	9	officer of Swartz IP to assist in that setup; right?		9	THE WITNESS: Not necessarily. In this case I
13:19:24	10	MR. WIECHERT: Vague and ambiguous as to which	13:21:27	10	just asked them clearly, another company that I didn't
	11	Swartz IP.		11	know anything about. You see all the e-mails initially
	12	THE WITNESS: I think that this was they wanted		12	were just between them. He's asking me to become an
	13	officers for the U.K. company. I'm not sure what the --		13	officer of a U.K. company and I was asking, so what
	14	I don't remember. But I think they were setting up a		14	is -- how does it work in the U.K.? Is there any
13:19:35	15	U.K. company. I don't know if it ever got set up or	13:21:39	15	liability? It's a simple question.
	16	not. And this is what that's about.		16	BY MR. WALKER:
	17	BY MR. WALKER:		17	Q Okay. Let's take a look at Exhibit 20.
	18	Q And you never complained about being identified		18	A Okay.
	19	as -- well, let me ask you this: If it was for a U.K.		19	(Exhibit 20 was marked for
13:19:49	20	company that had yet to be set up, why is he saying in	13:21:48	20	identification by the Court Reporter
	21	his e-mail on April 5, 2012, "Kia is the officer"?		21	and is attached hereto.)
	22	MR. WIECHERT: Calls for speculation.		22	THE WITNESS: This is the same thing; right?
	23	THE WITNESS: I think she's asking who is going		23	BY MR. WALKER:
	24	to be officer over the U.K. company. That's how I read		24	Q Okay. Now, this picks up -- if you look the
13:20:04	25	it.	13:22:04	25	second page of Exhibit 20.

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13:22:05	1	A 2318?		13:24:04	1	Did I read that correctly?	
	2	Q 2316.			2	A Yes, you did.	
	3	A Sorry, sorry, sorry. Yes. Okay.			3	Q And what did you understand her to mean when	
	4	Q You see Mr. Bergstein's e-mail to Ms. Stagner			4	she wrote that to you?	
13:22:14	5	with a copy to you saying, "Kia is the officer. Kia,		13:24:11	5	A I don't remember if at the time. It just -- I	
	6	can you provide;" correct?			6	probably read it and said, okay, I don't have any	
	7	A Yes.			7	personal liability in the U.K. entity that she was	
	8	Q Okay. And then now we see in this -- in the			8	forming.	
	9	thread an e-mail from you to Ms. Stagner saying,			9	Q Now, when she says, as far as personal	
13:22:27	10	"Katrina, can you answer my question regarding		13:24:19	10	liability, it should not be an issue because your	
	11	liability?"			11	personal assets are not involved, only what you may have	
	12	That's the bottom of the first page; correct?			12	invested in Swartz IP Services, which could be at risk,	
	13	A Okay.			13	what had you invested in Swartz IP Services prior to	
	14	Q And so when you sent her the e-mail on April 6,			14	April 10, 2012?	
13:22:37	15	2012, asking her answer your question regarding		13:24:34	15	A Nothing.	
	16	liability, I see that you didn't copy Mr. Bergstein on			16	Q So you understood when you read that that you,	
	17	that; correct?			17	therefore, had nothing at risk, according to	
	18	A I did not.			18	Ms. Stagner?	
	19	Q So you were looking into this independently?			19	MR. WIECHERT: Assumes facts not in evidence.	
13:22:47	20	A I just hit reply. I don't -- I don't want to		13:24:43	20	No foundation.	
	21	make a meal of it. I just hit reply.			21	THE WITNESS: According to what she says in the	
	22	Q And she responds to you on the 10th of April;			22	U.K. company, yes, I would have no risk.	
	23	correct?			23	BY MR. WALKER:	
	24	A That is correct.			24	Q Because you knew that you had never invested a	
13:23:00	25	Q Now, in the second paragraph she says, "The		13:24:50	25	dime in Swartz IP; correct?	
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13:23:02	1	filings we completed in the U.K. was to allocate		13:24:50	1	A I had not invested money in Swartz IP.	
	2	additional shares to Swartz IP Services, Inc., for which			2	Q And you thank her for her response to your	
	3	I understand you are an officer."			3	questions; correct?	
	4	Did I read that correctly?			4	A Yes, sir.	
13:23:12	5	A Yes.		13:25:03	5	Q Let me hand you what's been marked as	
	6	Q She goes on to state, "The English company for			6	Exhibit 21.	
	7	which we were filing is Pagoda 2 Limited. Effectively,			7	(Exhibit 21 was marked for	
	8	there are two layers of companies: Pagoda 2 Limited and			8	identification by the Court Reporter	
	9	Swartz IP Services, Inc."			9	and is attached hereto.)	
13:23:26	10	Did I read that correctly?		13:25:13	10	THE WITNESS: Okay.	
	11	A You did.			11	BY MR. WALKER:	
	12	Q She goes on to say, "Since we have a U.K.			12	Q This is an e-mail from David Bergstein to you	
	13	limited company that is limited by shares, any potential			13	and Frymi Biedak; correct?	
	14	liability you as a shareholder may have is in any way of			14	A Yes, sir.	
13:23:37	15	the capital you may have invested in Swartz IP Services		13:25:23	15	Q Dated April 16, 2012?	
	16	Inc."			16	A Yes, sir.	
	17	Did I read that correctly?			17	Q And he says, "Please wire \$20,000 from IA to	
	18	A Yes, you did.			18	Jerry Swartz."	
	19	Q What did you understand that to be indicating			19	Did I read that correctly?	
13:23:46	20	with respect to your personal potential liability?		13:25:31	20	A Yes, sir.	
	21	A I don't remember what I thought at the time.			21	Q And so you understood IA to be referencing your	
	22	Q She goes on, "As far as personal liability, it			22	company, Integrated Administration?	
	23	should not be an issue because your personal assets are			23	A That is correct.	
	24	not involved, only what you have invested in Swartz IP			24	Q Why was \$20,000 going from your company,	
13:24:03	25	Services, which could be at risk."		13:25:40	25	Integrated Administration, to Jerry Swartz?	

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13:25:44	1	A	He and Jerry had worked together a lot. I assumed it was a payment that was due Jerry for the work he was doing or for the introductions or the agreements or whatever it was. I didn't question it.	13:27:29	1	previous spending.	
	2				2	Q	So did Mr. Bergstein, either on or before
	3				3		April 16, 2012, or thereafter, also hold an American
	4				4		Express credit card from the same account?
13:25:52	5		David would bring in the money and tell us how the money was to be spent. So if there was money in the account, it was money that he likely had brought in, and then he would tell me what to spend where.	13:27:45	5	A	At some point he did. I don't know the timing works, but at some point, yes, he did. I gave him a supplemental credit card on my American Express account.
	6				6		
	7				7		
	8				8		Q Why would you do that?
	9		Q He goes on, "Kia, money for Amex being wired in separately."		9	A	He came to me and said, "My credit's bad. I
13:26:08	10				10		can't get a credit card. Let me use it. I'll pay for my charges." And I did.
	11		Did I read that correctly?		11		Q When did that take place?
	12	A	Yes, you did.		12	A	When?
	13		Q Let's talk about that account. So at this time in 2012, you had a personal American Express account?		13		Q Yes, sir.
13:26:16	15	A	Yes, I did.	13:28:05	15	A	I don't know. I don't remember.
	16		Q Was it in your name?		16		Q What year did that take place?
	17	A	Yes, sir.		17	A	I don't remember. I'm sure the records exist
	18		Q Was it an individual account or a business account?		18		and you've been provided or can be. I don't remember off the top of my head.
13:26:21	20	A	It was an individual account. I think I had a business account as well, but this particular one was likely an individual account.	13:28:14	20	Q	Other than David Bergstein, who else had authorized cards on that account?
	21				21	A	For a very short period of time, I think my sister did. I don't think she ever put a single charge on it. I got it for her so she could get status on an airline or something like that. But that was it.
	22				22		
	23		Q And what did you use your individual American Express card for?		23		
13:26:33	25	A	For whatever I needed a credit card for.	13:28:24	25		
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13:26:37	1	Q	Personal expenses?	13:28:29	1	Q	When you received your monthly billing statements, were they received in -- in paper through the mail or --
	2	A	Some personal, some corporate.		2		
	3	Q	Dinner?		3		
	4	A	Mostly corporate. Yeah.		4	A	Yes.
13:26:41	5	Q	But personal expenses, dinner, whatever?	13:28:34	5	Q	-- by e-mail?
	6	A	Yeah. There's a lot of socialization in my business. A lot of lunches and dinners and things of that sort that you have to do, yes.		6	A	Paper. Maybe and e-mail. But paper, they would be mailed to Majid's office.
	7				7		
	8				8		Q And then --
	9	Q	Did you use it purchase things for your home?		9	A	Majid would scan them and send them to me, or his assistant or something.
13:26:53	10	A	Probably. I don't recall specifically the uses, but yes.	13:28:42	10	Q	So Mr. Zarrinkelk would scan the statements for your American Express card and then send them to you?
	11				11		
	12	Q	Now, there was some mention yesterday in Mr. Zarrinkelk's testimony to the fact that it's an American Express black card?		12		
	13				13	A	Yes.
	14				14	Q	What did you do with them?
13:27:03	15	A	It was, yes.	13:28:59	15	A	I would typically code them, you know, to say this is a personal item; this is work, for what project; this is for this project; this is for overhead; this is dinner, who it was. I would just code them and then send them back to him so he can code the charges individually to their respective accounts.
	16	Q	Okay. And what's the significance of that?		16		
	17	A	It's a -- it's a high-level card that -- that means you have a good standing and high credit scores and you've been with American Express for a while. It's		17		
	18				18		
	19				19		
13:27:16	20	A	the highest -- it's the highest status you can get from American Express at the time.	13:29:12	20	Q	How were you paying the monthly statement for that account?
	21				21		
	22	Q	Did you agree -- do you agree with Mr. Zarrinkelk that there's no credit limit for such a card?		22		
	23				23	A	It was a -- typically, a combination of whatever the charges were that were corporate charges, I
	24				24		
13:27:27	25	A	There is a credit limit, but it's based on your	13:29:24	25		

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13:29:27	1	money for whatever his charges were. And for a while		13:31:34	1	KJM, and -- and Integrated Administration?	
	2	that was working just fine.			2	A I would imagine so, yes.	
	3	Q Which company would you cut a check from?			3	Q And KJM there stands for K.Jam Media?	
	4	A It varied. Maybe mostly I -- maybe K.Jam			4	A That is correct.	
13:29:39	5	Media. K.Jam Media at the time, probably. I don't		13:31:41	5	Q So you and Mr. Bergstein were close enough that	
	6	know. Majid would know where. I'm sure we have the			6	if he asked for ledgers for your own companies, K.Jam	
	7	records. I don't recall specifically.			7	Media and Integrated Administration, you would forward	
	8	Q And some of the checks would be cut by you from			8	them to him?	
	9	the Integrated Administration account?			9	A I would forward them to him because a lot of	
13:29:51	10	A Probably, yes.		13:31:54	10	times I needed his help to help me code things because	
	11	Q Were there any other companies that you used			11	he was the one that was arranging the funding coming in,	
	12	the bank account funds to pay for any portion of your			12	and I would -- there's dozens and dozens of e-mails of	
	13	American Express bill at any time?			13	me chasing him saying, I need you to sit with Majid and	
	14	A I don't recall. Don't think so.			14	I so we know what is this? Where did it come from? How	
13:30:04	15	Q Let me hand you what's been marked as		13:32:06	15	I do log it? What's income? What's not? Just to make	
	16	Exhibit 22, sir.			16	sure that my records were kept clean.	
	17	A Thank you.			17	Q Why have those dozens of e-mails not been	
	18	(Exhibit 22 was marked for			18	produced to us?	
	19	identification by the Court Reporter			19	A I don't know.	
13:30:12	20	and is attached hereto.)		13:32:18	20	Q Looking at Page 1216, it reflects a wire	
	21	BY MR. WALKER:			21	transfer from Swartz IP Services Group in the amount of	
	22	Q Let me know when you've completed your review			22	\$50,000?	
	23	of this document, please.			23	A Yes.	
	24	A Okay. Okay.			24	Q What was the purpose of that?	
13:30:23	25	Q So it begins with an e-mail from you to David		13:32:33	25	A I don't recall.	
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13:30:26	1	Bergstein and Majid Zarrinkelk; correct?		13:32:43	1	Q Turning to Page 1218.	
	2	A Okay. Yes.			2	A Okay.	
	3	Q And it's on April 19, 2012?			3	Q What is this document?	
	4	A Yes, sir.			4	A This is a bank statement for a Pineboard	
13:30:33	5	Q And you're forwarding the Matrix Hub and		13:32:52	5	Holdings account at Wells Fargo dated -- where's the	
	6	Pineboard cash ledgers; correct?			6	date -- March 1st, 2012.	
	7	A Yes, sir.			7	Q Well, I guess it's the statement for March 1st	
	8	Q And you say in your e-mail, "Hey, David, here			8	through March 31, 2012; correct?	
	9	are the ledgers for Matrix for Pineboard. Majid will			9	A That's correct. You're correct, yes.	
13:30:45	10	send the others (Pagoda, KJM, IA) later today"; correct?		13:33:11	10	Q Okay. And it shows that, I guess, this	
	11	A Yes, sir.			11	reflects that you had access to the Pineboard Holdings	
	12	Q Where were the records kept or maintained that			12	bank account?	
	13	you used to pull these ledgers from for Matrix and			13	A Yes, I did.	
	14	Pineboard?			14	Q Okay. And you were receiving the bank	
13:31:05	15	A Majid's -- Majid, at his accounting firm down		13:33:21	15	statements at the Irvine, California, address?	
	16	in Orange County.			16	A Yes. They would go to Majid.	
	17	Q Why did you send the ledgers for Matrix and			17	Q And this shows that Pineboard, at that time,	
	18	Pineboard while Majid was sending the others?			18	had a beginning balance of \$645?	
	19	A Because Majid probably -- David asked for them.			19	A As of 3/1, yes.	
13:31:16	20	These two were probably ready and Majid was going to get		13:33:36	20	Q And then Swartz IP money came in totaling	
	21	the other ones ready later that day.			21	\$50,000?	
	22	Q What was the purpose of forwarding these			22	A Yes, sir.	
	23	ledgers to Mr. Bergstein?			23	Q And then \$45,027 went out all in the same month	
	24	A He asked for them.			24	that the 50,000 came in?	
13:31:29	25	Q Now, did he also ask for ledgers for Pagoda,		13:33:49	25	A Yes, sir.	

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13:33:49	1	Q	Leaving a balance of \$3704.67?	13:36:29	1	A	Piscula, yes.
	2	A	Well, the balance was 5618; right? The average		2	Q	What was his role?
	3		balance is the one you said.		3	A	He was an office manager and he worked very
	4	Q	I'm sorry. I stand corrected. Thank you.		4		closely with Frymi. He was in Frymi's office 90 percent
13:34:03	5	A	No problem.	13:36:37	5		of the day, and the rest of the time he just handled
	6	Q	Going to the next page.		6		office management duties.
	7	A	Yes, sir.		7	Q	Who was his employer?
	8	Q	We see on March 22nd there was a wire transfer		8	A	He was under Integrated Administration. All --
	9		from Swartz IP's account in the amount of \$50,000;		9		everybody was employed by Integrated Administration for
13:34:13	10		correct?	13:36:48	10		a while. And then after -- before and after that, he
	11	A	Yes, sir.		11		was employed by David directly. By one of David's
	12	Q	And then the very next day, check 1001 is		12		entities. Maybe Graybox. I don't know.
	13		issued for \$45,000; correct?		13	Q	Okay. And I apologize, sir. I misspoke.
	14	A	Yes, sir.		14		These time stamps are off. I remember this from
13:34:29	15	Q	Who did that check go to?	13:37:04	15	Ms. Biedak's deposition. But I think they actually go	
	16	A	I have no idea.		16	in the normal order from back to front.	
	17	Q	Who wrote the check?		17	A	Okay. No problem. I'll start at the end.
	18	A	I have no idea. I don't recall that.		18	Q	So going to the e-mail from Mr. Zarrinkelk on
	19	Q	Do you recall asking Mr. Bergstein about that?		19		April 19, 2012, at 12:24 p.m. on the -- Page 480.
13:34:45	20	A	I do not recall, no.	13:37:18	20		Do you see that?
	21	Q	Is it possible you didn't ask at all?		21	A	Yes, sir.
	22	MR. WIECHERT:	Objection. Calls for		22	Q	Okay. That was also sent to Ms. Biedak, to
	23		speculation.		23		you, and to David Bergstein; correct?
	24	THE WITNESS:	I would -- as I've said already,		24	A	Yes, sir.
13:34:56	25		he controlled the companies and the money flow. He	13:37:25	25	Q	With a courtesy copy to Steve Piscula?
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13:34:59	1		probably said, Hey, wires coming in for 50,000. I need	13:37:29	1	A	Yes, sir.
	2		you to write a check for this amount to those people and		2	Q	Now, Mr. Zarrinkelk says, "Dear Frymi, please
	3		I did. And I kept -- I would ask for backup so I could		3		give me the address for bank and the recipient on the
	4		have backup for it for the accounting files.		4		third wire. For future reference, I have access to all
13:35:09	5	BY MR. WALKER:		13:37:38	5		the accounts, thus transfer between our own accounts,
	6	Q	Thank you. Let me hand you what's been marked		6		i.e. Integrated Administration and Pineboard, can be
	7		a Exhibit 23.		7		done online without the need for wiring."
	8	A	Thank you.		8		Did I read that correctly?
	9		(Exhibit 23 was marked for		9	A	Yes, sir.
13:35:15	10		identification by the Court Reporter	13:37:48	10	Q	Okay. And if you'd look to the attachments,
	11		and is attached hereto.)		11		the third wire.
	12	BY MR. WALKER:			12	A	Which one is the third one? Oh, the last page?
	13	Q	Let me know when you've completed your review		13		The very last page?
	14		of this document.		14	Q	I believe so. Yes, sir.
13:35:27	15	A	One second, please.	13:38:03	15	A	Okay. The very last page, yes. It's a
	16	Q	Of course. Take your time.		16		confirmation of a wire for -- from Majid, domestic.
	17	A	Okay.		17	Q	What -- what was the purpose of that wire?
	18	Q	All right. Okay. I think this e-mail thread		18	A	I do not know.
	19		actually goes from top to bottom.		19	Q	Okay. It shows a \$1 million wire transfer into
13:36:14	20	A	Okay.	13:38:22	20		Swartz IP Services Group account; correct?
	21	Q	So we start with an e-mail from Mr. Zarrinkelk		21	A	Yes, it does.
	22		to Ms. Biedak, to David Bergstein, and to you on		22	Q	Was that million dollars paid on April 19,
	23		April 19, 2012, at 11:55 a.m.; correct?		23		2012, as the wire reflects, to satisfy the \$1 million
	24	A	Yes, sir.		24		redemption request that had been made against Swartz IP?
13:36:25	25	Q	And a courtesy copy was sent to Steve Piscula?	13:38:40	25	A	I have no idea.

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13:38:47	1	Q	Going to the second from the last page. It's a wire confirmation showing the beneficiary being Donald Carroll.	13:41:05	1	BY MR. WALKER:	
	2				2	Q	Now, at the bottom of Exhibit 24 is an e-mail from James King to David Bergstein with a copy to Jerry Swartz; correct?
	3				3		
	4	A	Yes, sir.		4		
13:38:58	5	Q	Why was that \$33,000 sent to Mr. Carroll?	13:41:15	5	A	That is correct.
	6	A	I don't know. Don was a guy who did all the IT for all the companies and was in charge of the phone and -- and fax and network and stuff. I'm assuming for that, but I do not know the answer to exactly why this one was sent.		6	Q	Who is James King? What was his role?
	7				7	A	According to this, he's a CPA. That's all I know.
	8				8		
13:39:15	9				9	Q	He asks Mr. Bergstein to used the attached wire transfer instruction for Jerry Swartz's account; is that correct?
	10			13:41:29	10		
	11	Q	How long had you known Don Carroll as of April 2012?		11	A	Yes, he does.
	12				12	Q	And that was for what he characterized as "today's wire transfer and all future transfers"; correct?
	13	A	I met Don right around the time I started working with David in this building. He's a very close friends of David's, and still is to this day, I think.	13:41:38	13	MR. WIECHERT:	Document speaks for itself.
	14				14	THE WITNESS:	Yes.
13:39:26	15				15	BY MR. WALKER:	
	16	A	And he, as long as I've known him, has been the computer IT guy for David. One of the computer IT guys for David. David went through a few more.		16	Q	Okay. And then David Bergstein responds to that with an e-mail dated April 26, 2012, to you and Frymi Biedak; correct?
	17				17		
	18				18	A	Yes, sir.
	19	Q	Now, the -- on Page 483 we see a wire of \$500,000 to -- for the benefit of General Health Technologies LLC; correct?		19	Q	And he says, "From Integrated Administration please wire \$80,000 to these instructions." Although, I guess -- I guess it was intended to be 80,000. Or was
13:39:41	20				20		
	21	A	Yes.		21		
	22	Q	What was the purpose of that \$500,000 payment?		22		
	23	A	I don't know.		23		
13:39:55	24	Q	And these moneys were all coming out of	13:42:02	24		
	25				25		
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13:40:01	1	Q	Pineboard Holdings, a company that you were an officer for?	13:42:04	1	it intended to be 800,000?	
	2	A	Yes.		2	A	Where are you getting 800,000?
	3	Q	Going to the first page of Exhibit 23.		3	Q	Well, there's an extra zero or there's a missing zero.
13:40:15	4	A	Yes, sir.	13:42:15	4		
	5	Q	There in Frymi Biedak's e-mail on April 19, 2012, that was directed to you, Mr. Zarrinkelk, and Mr. Bergstein with a copy to Mr. Piscula.		5	A	Oh, I see. Yeah, I just noticed that.
	6				6	Q	What was that amount, do you know?
	7				7	A	I don't, but I'm imagining 80,000.
	8				8	Q	Okay.
	9	A	Uh-huh.		9	A	Because of where the comma is.
13:40:26	10	Q	You see that Swartz IP Group Services, Inc., has its address at 2425 Colorado Avenue here in California; correct?	13:42:25	10	Q	Fair enough. And it says, "This is consulting fees for Jerry."
	11				11		
	12	A	Yes.		12		
	13	Q	In Santa Monica, particularly?		13	A	That would be Jerry Swartz?
13:40:38	14	A	Yes.		14	Q	Yes.
	15	Q	And that was your office address?	13:42:38	15	Q	What consulting services was Jerry Swartz providing?
	16	A	Yes, it was.		16	A	Jerry was providing lots of services for David.
	17	Q	Let me hand you what's been marked as Exhibit 24, sir, and ask if you could identify that document?		17	I	I don't know specifically what. As I told you, my interactions with Jerry were very limited. But he and David had a number of businesses together and worked together on a lot of things. So specifically what he was doing at this time, I don't know.
	18				18		
	19				19		
13:40:52	20			13:42:49	20		
	21	(Exhibit 24 was marked for identification by the Court Reporter and is attached hereto.)			21	Q	Why would your company, Integrated Administration, pay Mr. Swartz \$80,000 for consulting fees?
	22				22		
	23				23	A	Because, as I mentioned earlier, IA was the
	24	THE WITNESS:	Okay.		24		
13:41:05	25	///		13:42:59	25		

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13:43:02	1	company that would pay people. It was -- that's the		13:45:03	1	Q	What would he tell you, for example?
	2	purpose of IA was set up to pay payroll and pay people			2	A	I would say, is this money that's coming in?
	3	and whatnot. And so -- for work they were doing. So			3		Is it income? What is it?
	4	I'm assuming Jerry was doing some clearly consulting			4		And then he would tell me if it was income and
13:43:13	5	work and he needed to get paid for it, so David funded		13:45:10	5		then I would let -- I would write income, I'd tell Majid
	6	IA to make that payment.			6		that this 10, 20, 50,000 that came in is income to the
	7	Q How do you know that Mr. Bergstein funded IA to			7		company, and then Majid could log it as that so that
	8	make this payment?			8		when at the end of the year he wanted file the taxes, he
	9	A Because I -- Mr. Bergstein was the primary			9		knew how much was income and what the rest of it was.
13:43:25	10	funder of IA.		13:45:24	10	Q	What it did mean -- what did it mean to you
	11	Q What was the source of his funding for			11		when Mr. Bergstein said that a sum of money that was --
	12	Integrated Administration?			12		he was placing in Integrated Administration was income?
	13	A Multiple sources. I don't know.			13	A	It was income to Integrated Administration.
	14	Q You don't know what they were?			14	Q	For what? What -- what did Integrated
13:43:32	15	A He had multiple sources. I don't -- you know,		13:45:36	15	Administration do to earn that income?	
	16	money would come from multiple companies, multiple			16	A	It provided the services of overhead services,
	17	entities, himself. He would generate the funds. I			17		payroll services, people, office or operations, phones,
	18	don't know specifically where he would bring the money			18		Internet, copy machine.
	19	from.			19	Q	Why wasn't there just funding provided by
13:43:42	20	Q So Integrated Administration was not making			20		payment of regularly issued invoices to different
	21	these payments based upon any profit that it was			21		companies?
	22	earning?			22	A	I don't know. There were some invoices. There
	23	A No. It was making payments based on money			23		were invoices at times. But not everything was
	24	David would put into it and money that I was generating			24		invoiced.
13:43:51	25	myself outside of my work with David.		13:46:01	25	Q	So you would just accept a blanket
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13:43:55	1	Q So you're saying that -- that Integrated		13:46:04	1		characterization of a lump sum of cash as income because
	2	Administration had earnings that you were generating?			2		Mr. Bergstein characterized it as that?
	3	A Yes, sir.			3	A	Yes.
	4	Q And yet you didn't have any complaints or			4	Q	And you would accept that on your company,
13:44:04	5	concerns about a request that \$80,000 go to Mr. Swartz		13:46:12	5	Integrated Administration?	
	6	for consulting fees that you were unaware of?			6	A	Yes.
	7	A As I said, you know, he was doing a bunch of			7	Q	And then you would instruct your financial
	8	work for David and I don't specifically know what that			8		advisor and accountant to characterize it as -- that sum
	9	work was. And I'm sure David provided that funding.			9		of money as income for tax purchases?
13:44:20	10	And whatever I had -- to whenever I could generate		13:46:22	10	A	Yes.
	11	money, I would put it into the company as well and use			11	Q	And you had no idea what the source of that
	12	it to pay whatever company debts needed to be paid. I			12		income was?
	13	thought we were building something great. This was			13	A	He would -- if he would tell me, I would --
	14	going to be the foundation for greatness for a whole			14		whatever information he would tell me I would send over
13:44:34	15	bunch of people, but that clearly didn't happen.		13:46:28	15		to Majid as well so Majid would know it. On, I think,
	16	Q And you weren't concerned about the fact that			16		one occasion we actually met, the three of us, and went
	17	you had no idea of the source of the funds that			17		through the chart and David would tell specifically
	18	Mr. Bergstein was placing into your company?			18		Majid what each thing was.
	19	A I kept asking him for what the source was, and			19	Q	How would he describe it?
13:44:49	20	once in a while he would tell us and we'd write it up so		13:46:39	20	A	I don't remember what he said.
	21	that Majid could file the proper tax returns. And --			21	Q	Would he say, this is income?
	22	and he would tell us at that point what the source was.			22	A	Sure. On some occasions, he would.
	23	Whether it was income, wasn't income, was it a loan.			23	Q	Did he ever actually produce any documentation?
	24	What was it, and he would tell us and then Majid would			24	A	I don't recall.
13:45:02	25	file the appropriate --		13:46:51	25	Q	Let me hand you what's been marked as

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13:46:54	1	Exhibit 25, sir.		13:48:57	1	specifically what this was about.	
	2	A Thank you.			2	Q Look at Page 08.	
	3	(Exhibit 25 was marked for			3	A 08, sure.	
	4	identification by the Court Reporter			4	Q Up at the top under fees, it says, "The company	
13:46:56	5	and is attached hereto.)		13:49:05	5	shall pay the consultant the fee set forth in	
	6	THE WITNESS: Okay.			6	Exhibit A"; correct?	
	7	BY MR. WALKER:			7	A Yes, sir.	
	8	Q So Exhibit 25 begins with an e-mail from a			8	Q All right. And here on Paragraph 12 of	
	9	gentleman named George McArthur to Mr. Bergstein with a			9	Page 10.	
13:47:27	10	copy to James King and Jerry Swartz; correct?		13:49:18	10	A Okay.	
	11	A Yes, sir.			11	Q Under superseding agreement it states, "In the	
	12	Q And Mr. McArthur is forwarding a signed			12	past consultant entered into various agreements with	
	13	consulting agreement from Mr. Swartz; correct?			13	David Bergstein and/or his affiliated entities."	
	14	A Correct.			14	A What page, I'm sorry, again?	
13:47:37	15	Q And then Mr. Bergstein forwards it to you and			15	Q Ten.	
	16	asked you to sign and return it to him; correct?			16	A Ten. Sorry. I went to the last page.	
	17	A Yes, sir.			17	I apologize. Can you do again what you just	
	18	Q Now, looking at the agreement itself, which			18	did?	
	19	begins on the second page of the exhibit, this is set up			19	Q Of course, sir. If you look at Paragraph 12 of	
13:47:50	20	as a consulting services agreement between Jerome Swartz			20	the consulting agreement.	
	21	individually and Integrated Administration; correct?			21	A Okay.	
	22	A Yes, sir.			22	Q It states that "In the past, consultant -- that	
	23	Q Again, looking at this, does it refresh your			23	would be Jerry Swartz; correct?	
	24	recollection of what consulting services agreement			24	A Yes, sir.	
13:48:03	25	Mr. Swartz was providing specifically to Integrated		13:49:39	25	Q -- entered into various agreements with David	
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13:48:06	1	Administration?		13:49:40	1	Bergstein and/or his affiliated entities, the	
	2	A No. I just assumed it was him, his Rolodex,			2	("Bergstein parties"); correct?	
	3	his knowledge, his people. He's a very, very smart man			3	A Yes, sir.	
	4	and was a very, very wealthy man. He had sold his last			4	Q For consulting work?	
13:48:15	5	company for hundreds and hundreds of millions of		13:49:52	5	A Yes, sir.	
	6	dollars. And he was a good friend of David and did a			6	Q What consulting work had been memorialized in	
	7	bunch of stuff together, so I had no reason to question			7	prior agreements between David Bergstein and his	
	8	this.			8	affiliated entities on the one hand and Mr. Swartz on	
	9	Q And he would be signing a consulting services			9	the other?	
13:48:24	10	agreement with what you characterize as a payroll		13:50:03	10	A I don't know.	
	11	company?			11	Q When that references affiliated entities, did	
	12	A A company that provided overhead services, yes.			12	that include Integrated Administration, Pagoda --	
	13	Q All right. And so why would he be signing a			13	A I don't know.	
	14	consulting services agreement with that kind of company?			14	Q -- other companies with which you have an	
13:48:37	15	A So he could get paid from that kind of company.		13:50:12	15	affiliation also?	
	16	Q Right. But what services was he providing			16	A I don't know. It could have.	
	17	Integrated Administration?			17	Q It states, "Those prior agreements are hereby	
	18	A I feel like I've answered this question a			18	terminated and neither of the Bergstein parties or	
	19	bunch. I don't mean to frustrate you, but I'm getting			19	consultant shall have any further obligation to the	
13:48:45	20	frustrated because you're answering [sic] me the same		13:50:23	20	other under those agreements."	
	21	question a number of different ways.			21	Did I read that correctly?	
	22	I don't know specifically what he and David			22	A Yes, you did.	
	23	talked about, what he was doing. I know him to be a			23	Q And so did you understand that this was now the	
	24	very savvy, successful businessman who was doing a lot			24	sole and preeminent consulting services agreement that	
13:48:55	25	of different things with David, and I don't know		13:50:34	25	existed with Mr. Swartz?	

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13:50:36	1	MR. WIECHERT: Assumes facts not in evidence.		13:52:19	1	A I don't know. Maybe he consulted on the	
	2	No foundation.			2	medical billing, anything in the medical arena. He was	
	3	THE WITNESS: Sure.			3	a doctor who had a lot of things in the medical field,	
	4	BY MR. WALKER:			4	including some things he was doing at a university in	
13:50:40	5	Q All right. And looking at Exhibit A, which is		13:52:30	5	San Diego that he told me about, about brain stuff. I	
	6	the compensation --			6	don't know if he was involved in that. I don't know if	
	7	A Yes, sir.			7	he was consulting on the medical billing. I don't know.	
	8	Q -- on Page 13, "The consultant will perform the			8	Q Was Integrated Administration conducting	
	9	following services: Provide consulting services on an			9	medical billing services as a company?	
13:50:49	10	as-need basis for various company projects."		13:52:43	10	A Integrated Administration was paying the	
	11	Did I read that correctly?			11	salaries of a company called Sovrin, which was in the	
	12	A Yes, sir.			12	medical billing business, yes.	
	13	Q And company is defined to be Integrated			13	Q But Integrated Administration was not	
	14	Administration; correct?			14	conducting medical billing services; correct?	
13:50:58	15	A Yes.		13:52:53	15	A No. I've told you what Integrated	
	16	Q So what company projects did Integrated			16	Administration did and medical services was not what it	
	17	Administration have that would require Mr. Swartz's			17	did.	
	18	consulting services?			18	Q And for these supposed services under	
	19	A He worked on a number of projects with David.			19	compensation, Mr. Swartz was to be paid \$20,000 a month?	
13:51:08	20	I don't know specifically which ones, but I know there		13:53:05	20	A Uh-huh. That's what it says.	
	21	was multiple projects. The one that I interacted with			21	Q And he was also going to be paid the total sum	
	22	him on was the movie stuff and Broadway 4D. Those are			22	of \$200,000 for the prior services?	
	23	the only two that I can tell you. But what other things			23	A Okay.	
	24	he was doing with David, I don't know.		13:53:16	25	Q What were those prior services that Integrated	
13:51:23	25	Q Yes, sir. But my question was, with respect to				Administration received?	
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13:51:25	1	providing consulting services on an -- consulting		13:53:18	1	A I don't know. He and David were the ones	
	2	services on an as-needed basis for various company			2	working on the deals. I don't know what he and David	
	3	projects, company is defined in this agreement as			3	worked on.	
	4	Integrated Administration; correct?			4	Q And you -- you're not able to identify any	
13:51:36	5	A Yes.		13:53:26	5	company projects that Integrated Administration was	
	6	Q Okay. So what company projects was Integrated			6	conducting requiring Mr. Swartz's consulting services	
	7	Administration conducting that it required Mr. Swartz's			7	that would have justified \$240,000 a year in payments?	
	8	consulting services?			8	A It's not 240,000 a year. It 200,000 for	
	9	A I don't know what Jerry Swartz was working on.			9	previous work and 20,000 a month going forward. As I	
13:51:47	10	Q You don't know what he was working on for your		13:53:43	10	told you, what I think he did was maybe he worked with	
	11	own company?			11	David on the medical billing. I know was working on	
	12	A He was working on -- as I mentioned, Integrated			12	Broadway 4D. Those are the only two things that I could	
	13	Administration was the company that paid him for any			13	speak of. I don't know what else he and David were	
	14	work that he had done on any of the Bergstein deals that			14	working on.	
13:51:54	15	he was doing at the time. So I don't know what he was		13:53:53	15	Q So there were no distinct Integrated	
	16	doing with David.			16	Administration projects that Mr. Swartz was consulting	
	17	Q But you agree with me that when it's talking			17	on?	
	18	about various company projects, it's talking about			18	A Integrated Administration didn't have projects.	
	19	projects of Integrated Administration?			19	Integrated Administration was not a company that had	
13:52:06	20	A Or the employees of Integrated Administration		13:54:01	20	projects.	
	21	working on something -- something. Sorry. What? What			21	Q And you would agree with me that 20,000 a month	
	22	happened?			22	is 240,000 a year; right?	
	23	Q And can you identify any company projects that			23	A Yes. I misread the bottom line. Sorry about	
	24	Integrated Administration was conducting that required			24	my earlier statement.	
13:52:18	25	Mr. Swartz's --		13:54:09	25	Q So in the first year he would have been paid	

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13:54:12	1	\$440,000?		13:55:57	1	Q Your complaints, your begging, your screaming,	
	2	A According to this document, yes.			2	your complaints --	
	3	Q Let me hand you, sir, what's been marked as			3	A There is --	
	4	Exhibit 26.			4	Q -- concerns, nothing?	
13:54:19	5	(Exhibit 26 was marked for		13:56:02	5	A There are -- there are correspondence back and	
	6	identification by the Court Reporter			6	forth between he and I and me asking for him to -- how	
	7	and is attached hereto.)			7	much are -- how much we need, for example, for this	
	8	BY MR. WALKER:			8	week, the needs are X for payroll, X for bills, X for	
	9	Q This is an e-mail from Frymi Biedak to you			9	this.	
13:54:32	10	dated April 27, 2012; correct?		13:56:13	10	Q Right. But you never complained about him	
	11	A Yes, sir.			11	making payments for life insurance policies or for a	
	12	Q And the subject is wire transfer out of			12	consultant that was not providing services to your	
	13	Integrated Administration; correct?			13	company; right?	
	14	A Yes, sir.			14	MR. WIECHERT: Objection. Assumes facts not in	
13:54:40	15	Q And she says, "Per David's request, a wire		13:56:22	15	evidence. No foundation.	
	16	needs to be sent to Phoenix Life Insurance in the amount			16	THE WITNESS: I did not think Jerry was not	
	17	of \$12,000"; correct?			17	providing services. I thought Jerry was actually	
	18	A Yes, sir.			18	providing services. I just don't know what they were	
	19	Q Why was that being done out of Integrated			19	because I was not the one interacting with him on a	
13:54:51	20	Administration?		13:56:34	20	daily basis.	
	21	A I don't know.			21	BY MR. WALKER:	
	22	Q Who was the insured life?			22	Q But, again, there's no e-mails from you to	
	23	A I think what David was -- one of the things			23	Mr. Bergstein complaining about his exercise of control,	
	24	David was doing around this time was there was a			24	as you characterize it, over any of your companies, is	
13:55:02	25	business they had where they were buying life insurance		13:56:43	25	there?	
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13:55:05	1	policies at a discount, or something to do with that		13:56:44	1	A No. I would talk to him as often as I could	
	2	where they were buying life insurance policies for			2	about this stuff and keep telling him what was needed.	
	3	people that, I guess, weren't paying for them anymore or			3	I would have conversations with him about specifically	
	4	something like that. So there were multiple payments			4	payroll when payroll was late. Things of that sort.	
13:55:14	5	that went out to various life insurance policies.		13:56:55	5	Q And I take it you never retained legal counsel	
	6	Q Who were the insureds?			6	to look at putting a stop to any of this or ascertaining	
	7	A I don't know. I was not dealing with it.			7	whatever liability you might have as a result of	
	8	Q Who were the beneficiaries?			8	Mr. Bergstein's so-called control?	
	9	A I don't know. I wasn't dealing with it.			9	A No, I did not.	
13:55:25	10	Q They were just being paid out of your company?		13:57:06	10	Q I take it you never consulted with	
	11	A Yes. He would fund the company and direct the			11	Mr. Zarrinkelk about any of that? Until it had blown up	
	12	funds.			12	on you?	
	13	Q How do you know that he funded the money			13	MR. WIECHERT: Vague and ambiguous.	
	14	necessary to pay that premium?			14	THE WITNESS: Yes, I -- I did not consult	
13:55:33	15	A He was in full control of what was getting paid		13:57:16	15	with -- with Majid about that. But I talked to Majid	
	16	and what money was coming in. He would direct me as to			16	all the time.	
	17	what to do with the money that he was funding.			17	BY MR. WALKER:	
	18	Q Did you have nothing to say about it?			18	Q When Mr. Zarrinkelk said yesterday that he	
	19	A I would try. I would beg and scream. For me,			19	didn't know, basically, what was going on with all this	
13:55:45	20	the top priority was always payroll and, you know, rent,			20	until it had gone south, I think was the phrase he used,	
	21	and things of that sort. But he would ultimately			21	is that true, that you never conferred with him about	
	22	dictate what would get paid.			22	any concerns that you had until it had blown up?	
	23	Q And despite your begging and screaming, he			23	MR. WIECHERT: It's vague and ambiguous.	
	24	never once put it in a single e-mail?			24	THE WITNESS: Majid -- you know, to the extent	
13:55:55	25	A Put what in a single e-mail?		13:57:37	25	that money was coming in and out of IA or K.Jam Media,	

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13:57:41	1	he knew all about that. But he did not -- I would --		13:59:41	1	Ron actually wrote the first big check to -- to show he	
	2	you know, he would always -- he was one that would say			2	was a player, that they should take him seriously.	
	3	to me, listen, we got to try to pay this bill or this			3	He and David ended up kind of bringing the rest	
	4	bill's due, or this insurance is due, or that tax is			4	of the pieces together. There was a company called	
13:57:50	5	due. And then I would go back to David and try to get		13:59:51	5	Colony Capitol that came in, ultimately, and the	
	6	him to put up money for those types of things. And if			6	transaction closed a year and a half later, something	
	7	David didn't, I was generating money on my own. I took			7	like that.	
	8	loans to help pay for company bills. I was trying to do			8	Q How much did the three of you make on that	
	9	whatever I could to keep this thing working.			9	deal?	
13:58:06	10	BY MR. WALKER:		13:59:59	10	A I made a couple hundred thousand dollars. Ron	
	11	Q Prior to 2010, had you ever had occasion to be			11	and David made tens and tens of millions of dollars.	
	12	involved with companies where hundreds of thousands of			12	Q Well, if you initiated it and you brought the	
	13	dollars were coming in out at any given time?			13	parties together, why did you make such a pittance in	
	14	A Yes. Yeah. I mean, I -- I've -- every time I			14	compared to what they made?	
13:58:18	15	make a movie, we set up a single purpose entity for the		14:00:11	15	A That's one of the things that David still owes	
	16	movie and I end up becoming probably an officer of that.			16	me. He owed me a bunch of money, and one of them is	
	17	I've done that in the past. And what happens is lots of			17	some money for the Miramax transaction way after the	
	18	money comes in and out and, you know, we track it all.			18	fact.	
	19	And so, yes, I have done that.			19	Q So if you got burned in the deal that you	
13:58:28	20	Q And you were capable of evaluating the flow of		14:00:18	20	initiated and brought the parties together on between	
	21	cash for those entities and the maintenance of expenses			21	Miramax and Disney on something of that scale and you	
	22	in relation to income?			22	only made a couple hundred thousand dollars and they	
	23	A I have a whole accounting staff on a movie that			23	made tens of millions between Tutor and Bergstein, why	
	24	handles that.			24	would you --	
13:58:41	25	Q Okay. Why didn't you bring that to bear with		14:00:28	25	A I don't know how much Tutor made. I don't want	
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13:58:43	1	respect to any of the entities involving Mr. Bergstein?		14:00:32	1	to go on record saying I know what -- how much they	
	2	A I had Majid, knowing he was taking care of what			2	individually made. But I'm assuming they made a lot of	
	3	he had to take care of. And, again, at the time, we had			3	money.	
13:58:53	4	just finished a very successful deal with David and I			4	Q Well, after all that, why would you continue to	
	5	had no reason to question him.		14:00:37	5	trust Mr. Bergstein to the point that, as you claim, you	
	6	Q You're talking about the Miramax deal?			6	weren't even reading any of these legal documents?	
	7	A Yes, sir.			7	A You know, I -- I trusted him. I thought he was	
	8	Q What was your role in that deal?			8	always going to do the right thing. He acknowledged	
	9	A I started the whole thing.			9	that he owed me the money. And that we were going to	
13:59:00	10	Q How did you do that?		14:00:46	10	hopefully hit one of these things out of the park. He	
	11	A One of my very good friends was a senior			11	said that I would get, you know, compensated when we got	
	12	executive at Walt Disney Company. I found out Miramax			12	one of these things to work well, and I believed him.	
	13	was going to be for sale before anybody else did. I'm			13	Q Let me ask you this: If he made tens of	
	14	the one who talked to David about it. David talked to			14	millions of dollars, why didn't he just pay you what he	
13:59:10	15	Ron Tutor. I talked Disney into kind of keeping -- or		14:01:00	15	owed you out of that sum?	
	16	considering them viable. I was instrumental in the			16	A I think this was when he was going through all	
	17	whole process all the way through closing, and I stayed			17	that bankruptcy. He had huge legal fees. He had a lot	
	18	on with the company for about six months after it			18	of things that he had to do and he used the funds to --	
	19	closed, as well.			19	to take care of that.	
13:59:24	20	Q What was the role that you and Mr. Bergstein		14:01:10	20	Q Why was that your problem?	
	21	and Mr. Tutor were playing?			21	A It wasn't my problem, but I was helping a	
	22	A I brought the parties together and helped in			22	friend out and I thought I'll go along with this. We've	
	23	evaluation of the material things that I could do.			23	got all this great stuff going. And eventually he'll	
	24	David financially engineered the thing, and Ron came in			24	take care of me.	
13:59:37	25	with David, met with the folks at Disney, and I think		14:01:19	25	Q Well, it was your problem if the money went	

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14:01:20	1	there instead of going to you; right?		14:03:30	1	Q Let me hand you what's been marked as	
	2	A Well, I did make few hundred thousand dollars,			2	Exhibit 28, sir.	
	3	which was a lot for me at the time.			3	Oh -- yeah, okay, that's right.	
	4	Q Okay. So in what year was that?			4	(Exhibit 28 was marked for	
14:01:28	5	A 2010, I believe is when the transaction closed.		14:03:37	5	identification by the Court Reporter	
	6	Q So making a few hundred thousand dollars was a			6	and is attached hereto.)	
	7	lot of money for you at that time?			7	BY MR. WALKER:	
	8	A Making a few hundred thousand dollars is a lot			8	Q Can you identify this document, please?	
	9	of money any time. It's a lot of money.			9	A This is a stock purchase agreement between	
14:01:42	10	Q Let me hand you what's been marked as		14:03:56	10	Glendon and Swartz IP.	
	11	Exhibit 27.			11	Q It's dated May 17, 2012?	
	12	(Exhibit 27 was marked for			12	A Yes, sir.	
	13	identification by the Court Reporter			13	Q And this agreement provides that Glendon is	
	14	and is attached hereto.)			14	going to sell to Swartz IP 1.2 million shares of common	
14:02:01	15	THE WITNESS: Is this the same thing?		14:04:10	15	stock; correct?	
	16	BY MR. WALKER:			16	A That's what it says, yes.	
	17	Q Okay. Is Exhibit 27 the same consulting			17	Q And the total purchase price that Swartz IP was	
	18	service agreement between Mr. Swartz individually and			18	going to pay for the 1.2 million shares of common stock	
	19	Integrated Administration?			19	in Glendon was \$1 million; correct?	
14:02:10	20	A I don't know. I think so.		14:04:21	20	A That's what it says.	
	21	Q And is your signature now appearing on the			21	Q And the purchaser, this being Swartz IP, in	
	22	document above Mr. Swartz's on Page IA007?			22	buying the \$1.2 million in common stock in Glendon,	
	23	A That is correct.			23	according to Paragraph 1.2, was going to pay \$500,000 to	
	24	Q And you signed that in your capacity as			24	Weston Financial; correct?	
14:02:20	25	president of Integrated Administration?		14:04:46	25	A That's what it says, yes.	
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14:02:22	1	A Yes, sir.		14:04:47	1	Q And \$300,000 and \$200,000 in two different	
	2	Q If Mr. Bergstein had stopped funding Integrated			2	installments; correct?	
	3	Administration, how were you going to ensure that that			3	A That's what it says, yes.	
	4	consulting contract got paid on behalf of your company?			4	Q At the time of this particular agreement,	
14:02:39	5	A I was generating funds myself outside of David		14:04:57	5	May 17, 2012, what was the value of a single share of	
	6	at the time. I would have done that. Or maybe unwind			6	Glendon common stock?	
	7	the -- unwind the deal. I don't know. Never thought			7	A I don't recall.	
	8	about that.			8	Q Was there a valuation of it?	
	9	Q Were you making more than \$20,000 a month?			9	A I don't remember.	
14:02:50	10	A I had a -- I had a deal with Broadway 4D around		14:05:10	10	Q Turning to Page 3.	
	11	that time. I don't know when. That was for 25,000 a			11	A 413, you mean?	
	12	month, I think it was. I was getting fees on movies. I			12	Q Yes. Thank you.	
	13	made a movie; I made \$150-, 200,000, something like that			13	Under Section 2.7, tax matters, it says,	
	14	on that. So I had income coming in, yes, that I was			14	"Glendon and each subsidiary have prepared and filed all	
	15	putting into the company.		14:05:25	15	tax returns required to have been filed by Glendon for	
	16	Q Okay. So that was money you were making, but			16	such subsidiary with all appropriate governmental	
	17	that was not money that Integrated Administration was			17	agencies and paid all taxes showed thereon."	
	18	making with respect to the services that it provided?			18	Did you confirm that fact?	
	19	A No. It was money I was making. I was using it			19	A I don't recall.	
14:03:16	20	to support the companies.		14:05:38	20	Q Going to the -- Page 419. This agreement was	
	21	Q Okay. So -- so Integrated Administration,			21	signed by you as president of Glendon Group; correct?	
	22	absent Mr. Bergstein's funding and your funding it out			22	A Yes, sir.	
	23	of your pocket, was not making enough money to pay			23	Q And it was signed by David Bergstein as	
	24	Mr. Swartz's contract, was it?			24	president of Swartz IP?	
14:03:28	25	A No. I don't think so.		14:05:55	25	A Yes, sir.	

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14:05:55	1	Q	So this wasn't an arms-length transaction at all, was it?	14:07:38	1	immediately. We -- they found out about it immediately.	
	2	A	I don't know what that means.		2	The CFO, Evan Warshawsky at the time, found out about it	
	3	Q	Well, I mean, it's you and Mr. Bergstein creating a fiction in a stock sale for worthless stock to take a million dollars out of Swartz IP, isn't it?		3	right away, notified the bank right away. The bank came	
14:06:04	4	MR. WIECHERT:	Objection. No foundation. Calls for a conclusion. Vague and ambiguous and argumentative.		4	in and ultimately liquidated all the assets to pay back	
	5	THE WITNESS:	I was not part of any fiction. I actually kind of resent you saying that. I thought everything was above board. I believed in Glendon at the time. And as I said, I had no reason not to believe David. I thought this was all great stuff. So I --		5	their line.	
14:06:20	10	BY MR. WALKER:		6	Q	How soon after May 2012 did that take place?	
	11	Q	What was the capitalization of Glendon Group on the date of this contract?		7	A	I don't remember the date.
	12	A	I don't recall.		8	Q	Was it the next year?
	13	Q	You were the president of the company; right?		9	A	I don't remember the date specifically.
14:06:32	14	A	Yes, I was.		10	Q	So the stock ended up becoming worthless?
	15	Q	What was the value of the common stock per share?		11	A	The stock isn't worthless. The company now is
	16	A	I don't recall.		12	still in existence and has a significant notice of loss	
	17	Q	And you were the president of the company; right?		13	that we're trying to figure out how to capitalize that.	
14:06:39	18	BY MR. WALKER:			14	To capitalize on that so we can pay back the investors.	
	19	Q	What was the capitalization of Glendon Group on the date of this contract?		15	Q	Well, how are you going to capitalize on a loss?
	20	A	I don't recall.		16	A	There is a notice of loss that it's my
	21	Q	You were the president of the company; right?		17	understanding we can sell. There's 12 or \$15 million in	
	22	A	Yes, I was.		18	NOLs. It is my understanding there's a mechanism to use	
	23	Q	What was the value of the common stock per share?		19	to sell that at a discount to another company that can	
	24	A	I don't recall.		20	take those losses over the course of, I don't know,	
	25	Q	And you were the president of the company; right?		21	years. This is something that the CFO Evan is working	
14:06:43					22	on with the lawyers. And then whatever money is	
					23	generated we're going to use to pay whoever back that	
					24	hasn't been paid.	
					25		
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14:06:44	1	A	Yes, sir.	14:08:37	1	Q	So how long has that process been going on?
	2	Q	Did you buy any shares of Glendon?		2	A	For a while.
	3	A	No. I was given shares of Glendon for the work I did.		3	Q	And have you had any takers?
14:06:49	4	Q	Did anyone else buy any shares of Glendon --		4	A	Not yet.
	5	A	Yes, sir.	14:08:49	5	Q	As we sit here today, I take it that the stocks
	6	Q	-- other than Swartz IP?		6	not -- it's not publicly traded; right?	
	7	A	Yes, sir.		7	A	No. The company was taken private.
	8	Q	Who?		8	Q	What's the current assigned value of the stock
14:06:55	9	A	A whole bunch of investors.		9	on the company's books?	
	10	Q	How many?	14:09:01	10	A	I don't know.
	11	A	I don't know, 15, 20. I don't recall		11	Q	And you said that the CEO is Mr. Warshawsky?
	12	Q	specifically.		12	A	No. He was the CFO.
	13	A	How much money did those stock sales raise in		13	Q	CFO.
14:07:04	14	Q	addition to Swartz IP's \$1 million?		14	A	The CEO was a gentleman named David Zinberg.
	15	A	I think the total raise was somewhere around, I	14:09:10	15	Q	And Mr. Warshawsky was involved in some of the
	16	Q	want to say, 7 million, 5 to 7 million is what we needed		16	other Swartz IP matters; correct, that we've seen today?	
	17	A	to raise to take the company private.		17	A	Yes. I don't know what the timing was, but
	18	Q	Okay. And what happened to the company?		18	yes, he has been involved.	
14:07:19	19	A	The company was functioning very well		19	Q	Let me hand you what's been marked as
	20	privately. We had multiple offers to -- for the company	14:09:24	20	Exhibit 29.		
	21	to be bought. The CEO and his right-hand at the time		21	(Exhibit 29 was marked for		
	22	ended up liquidated some assets that put a line of		22	identification by the Court Reporter		
	23	credit out of its -- what is it called -- compliance.		23	and is attached hereto.)		
	24			24	THE WITNESS: Okay. Okay.		
14:07:35	25	The bank -- we -- we found out about it	14:09:32	25	BY MR. WALKER:		

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14:09:33	1	Q	Can you identify this document, sir?	14:11:41	1	have. I received this and I sent it to David.	
	2	A	Yes. This is a document to -- for a bank		2	Q	What other efforts did you do to undertake to
	3		account signature card at Wells Fargo for Pineboard.		3		respond to this redemption request?
	4	Q	Okay. So as I read this, you were a signatory		4	A	I just sent it to David. That's it.
14:09:44	5		for Pineboard, as was Mr. Zarrinkelk?	14:11:59	5	Q	Let me hand you what's been marked as
	6	A	That is correct, yes.		6		Exhibit 31. Take a look at that, sir, and let me know
	7	Q	And this was deleting Mr. Wellner as a		7		when you've completed your review, please.
	8		signatory?		8	A	Okay.
	9	A	Yes, sir.		9		(Exhibit 31 was marked for
14:09:55	10	Q	Why was he being deleted at this time?	14:15:32	10		identification by the Court Reporter
	11	A	Probably because he's never here. You know, he		11		and is attached hereto.)
	12		lived out of town. And Majid's a signer on all my		12	BY MR. WALKER:	
	13		accounts, so...		13	Q	All right. So is it fair to say that this was
	14	Q	Why was he a signer to begin with?		14		the same \$9.2 million redemption request you received
14:10:06	15	A	I don't remember. He was part of Pineboard.	14:12:22	15		from SocGen, and the next day they're writing you back
	16		Pineboard was going to get funding from Weston, so he		16		saying, "We sent this to you yesterday. Can you give us
	17		wanted to be a signer, I guess.		17		an answer?"
	18	Q	Let me hand you what's been marked as		18	A	Yes. That's what it says.
	19		Exhibit 30, sir.		19	Q	So as of August 23, 2012, neither you, nor
14:10:19	20	A	Okay.	14:12:35	20	Mr. Bergstein, had apparently responded to the	
	21		(Exhibit 30 was marked for		21	redemption request; correct?	
	22		identification by the Court Reporter		22	A	I hadn't done it. I don't know what David did
	23		and is attached hereto.)		23		or didn't do.
	24	BY MR. WALKER:			24	Q	Other than sending it to Mr. Bergstein, when
14:10:23	25	Q	I'll ask you to identify this document, please.	14:12:42	25		you received this, did you do anything else?
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14:10:29	1	A	Okay.	14:12:45	1	A	No. I don't recall doing anything else.
	2		Okay.		2	Q	Let me hand you what's been marked as
	3	Q	What is this?		3		Exhibit 32.
	4	A	I remember receiving stuff from Société		4		(Exhibit 32 was marked for
14:10:41	5		Générale, and as soon as I'd get it, I'd fax it and send	14:12:51	5		identification by the Court Reporter
	6		it to David and ask him what I needed to do. This is		6		and is attached hereto.)
	7		probably one of those documents.		7	BY MR. WALKER:	
	8	Q	Yes, sir. So what is this?		8	Q	Now, this is dated September 4, 2012, from Evan
	9	A	It's a document from Société Générale to Swartz		9		Warshawsky; correct?
14:10:57	10		IP. It's a redemption request.	14:13:01	10	A	Yes.
	11	Q	And on the second page of the exhibit, it's		11	Q	And it's an e-mail sent directly to you?
	12		attention to Swartz IP Services Group, Inc., attention		12	A	Yes.
	13		Kia Jam or David Bergstein; correct?		13	Q	With a courtesy copy to David Bergstein; correct?
	14	A	On the second page, yes, that's correct.		14	A	Yes, sir.
14:11:12	15	Q	And it's directed to the address that you	14:13:08	15	Q	And he's identifying the list of entities that
	16		mutually shared with Mr. Bergstein at 2425 Colorado		16		he needs to file tax returns for; correct?
	17		Boulevard; correct?		17	A	Okay.
	18	A	Yes, sir.		19	Q	Do you agree with that?
	19	Q	And it's a redemption request for \$9.2 million	14:13:18	20	A	Yes. I'm just reading it now.
14:11:27	20		of the Swartz IP position; correct?		21	Q	Okay. Let me know when you've completed your
	21	A	Yes. That's what it says.		22		review, sir.
	22	Q	Now, at the time this was received, I take it		23	A	Yes, that's what this list is. He's saying "I
	23		that you understood that Swartz IP did not have		24		need file tax returns," yes.
	24		\$9.2 million?	14:13:25	25	Q	And he's saying most of the returns are due in
14:11:39	25	A	I did not know what Swartz IP did or didn't				

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14:13:27	1	11 days on September 15, 2012; correct?		14:15:17	1	A Yes, sir.	
	2	A That's what he's saying.			2	Q And he lists K.Jam Productions, K.Jam Media,	
	3	Q And he says, "I can file everything on time if			3	Integrated Administration, KJM -- KJMI Holdings, RNT	
	4	we meet this week to get all the information together			4	Holdings, and Pagoda Services; correct?	
14:13:36	5	and decide what the final ownership structures are."		14:15:30	5	A Yes, sir.	
	6	Did I read that correctly?			6	Q Okay. Why were you instructing him that Majid	
	7	A Yes.			7	Zarrinkelk would prepare the returns for those entities?	
	8	Q So what determined the ownership structures of			8	A Because these are the ones that he was	
	9	any of these entities?			9	tracking. He -- these are the ones that Majid was	
14:13:45	10	A I would --		14:15:42	10	actively tracking and had all the stuff for.	
	11	MR. WIECHERT: Objection. Vague and ambiguous.			11	Q Why was Majid Zarrinkelk tracking these	
	12	And compound.			12	distinct entities?	
	13	THE WITNESS: I don't know what Evan did or			13	A Just because these were the ones that, you	
	14	didn't know at the time, so I don't know.			14	know, I was actively involved with, I guess, or these	
14:13:53	15	BY MR. WALKER:		14:15:55	15	were the ones that I owned. I would guess these are the	
	16	Q Well, what did you understand that he was			16	ones -- billing the ones that I owned. I don't know.	
	17	saying in his e-mail to you when he said it was -- that			17	Q And they included Integrated Administration;	
	18	you all needed to decide what the final ownership			18	correct?	
	19	structures are?			19	A Yeah. Hold on. Yes.	
14:14:02	20	A I'm saying he probably just didn't know what		14:16:11	20	Q Let me hand you what's been marked as	
	21	some of the ownership of some of the entities were.			21	Exhibit 33, sir.	
	22	Q Well, you don't think that when he says that we			22	A Okay.	
	23	need to decide what the final ownership structures are			23	(Exhibit 33 was marked for	
	24	is suggesting that there were going to be changes?			24	identification by the Court Reporter	
14:14:16	25	A I -- you know, as the accountant, maybe he		14:15:32	25	and is attached hereto.)	
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14:14:17	1	would have suggested doing an -- you know, a C versus an		14:15:32	1	BY MR. WALKER:	
	2	S or something like that. But no. I just read this as			2	Q Please review that and let me know when you've	
	3	he didn't know what the ownership on some of the			3	completed your review.	
	4	entities was and he needed to know before he could file			4	A Okay.	
14:14:27	5	his tax returns.		14:16:37	5	Q Exhibit 33 is correspondence dated October 9,	
	6	Q Okay. And there in the e-mail from			6	2012, to Swartz IP at the 2425 Colorado Boulevard	
	7	Mr. Warshawsky to David Bergstein that he's forwarding,			7	address here in Santa Monica; correct?	
	8	we see the list of entities that he wanted to file			8	A Yes.	
	9	returns for; correct?			9	Q And the re: line or subject line is "Demand for	
14:14:39	10	A I think so, yes.		14:16:50	10	mandatory prepayment from the company"; correct?	
	11	Q And it included several of your companies;			11	A Yes, sir.	
	12	correct?			12	Q And the company is Swartz IP; correct?	
	13	A Yes.			13	A Yes.	
	14	Q Now, going to the second page of this exhibit,		14:17:05	15	Q And the purchaser is Class TT, the plaintiff in	
	15	on January 17, 2012, Mr. Warshawsky advises Mr. Solomon			16	this case that I represent; correct?	
	16	and Mr. Bergstein that he had met with Jeff.			17	A Yes, sir.	
	17	Would -- was that Mr. Solomon?			18	Q Going to the paragraph there at the bottom of	
	18	A I assume so.			19	the first page, it recites that on August 22, 2012,	
	19	Q To review the outstanding corporate tax filings			20	SocGen sent Swartz IP a demand for prepayment of the	
	20	that need to be completed; correct?		14:17:18	20	\$9.2 million, which is attached as Exhibit A.	
	21	A Yes, sir.			21	And we've already looked at that document;	
	22	Q And he says, "Per Kia's instructions, Majid			22	correct?	
	23	Zarrinkelk will file returns for the following			23	A Yes, sir. Yes, sir.	
	24	entities."			24	Q And that was the redemption request that you	
14:15:15	25	Did I read that correctly?		14:17:26	25	identified?	

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14:17:27	1	A	Yes, sir.	14:19:34	1	and is attached hereto.)	
	2	Q	And then on October 1, 2012, they sent an		2	BY MR. WALKER:	
	3		additional demand for prepayment of \$400,000 attached as		3	Q	So here we see the October 9, 2012,
	4		Exhibit B to this correspondence; correct?		4		correspondence; correct?
14:17:52	5	A	This is Exhibit B. I don't see Exhibit B.	14:19:43	5	A	Yes.
	6		Here it is. Here it is. Here it is. Sorry. Sorry.		6	Q	And it's being sent by e-mail from a gentleman
	7		MR. WIECHERT: 8423.		7		named Vincent King --
	8		THE WITNESS: I just see it. I'm sorry I		8	A	Yes.
	9		missed it.		9	Q	-- on October 9, 2012, to you, David Bergstein,
14:18:03	10		MR. WIECHERT: It's Bates stamped down at the	14:19:53	10	Albert Hallac, LaTonia Symonette-Tinker, Joseph Iskowitz	
	11		bottom.		11	at Katten Law.	
	12		THE WITNESS: Yes, sir. So that's correct.		12	A	Yes, that is correct.
	13		BY MR. WALKER:		13	Q	All right. So you received this correspondence
	14		Q		14		by e-mail from Class TT on October 9, 2012; correct?
14:18:08	15		Okay. And that was an additional redemption	14:20:10	15	A	That's correct. I stand corrected.
	16		request that had also come in, in addition to the		16	Q	And it notes that it went to your
	17		9.2 million; correct?		17		kjam@kjammmedia.com e-mail address; correct?
	18		A		18	A	That's correct.
	19		Q		19	Q	And your response approximately 23 minutes
14:18:16	20		Do you know why these redemption requests were		20		later to David Bergstein was, "Do I need to do anything
	21		being made?		21		with this?"
	22		A		22		Is that correct?
	23		Q		23	A	Yes.
	24		Did you see this correspondence dated		24	Q	What was Mr. Bergstein's response?
14:18:28	25		October 9, 2012, when it came in?	14:20:33	25	A	I don't specifically recall.
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14:18:30	1		this document.	14:20:38	1	Q	What was your view of the situation at the
	2		Q		2		time?
	3		And as we go through it, Exhibit A is the		3	A	My view was that whatever this was, David was
	4		\$9.2 million redemption request we've already looked at;		4		dealing with it and he told me not to worry about it at
14:18:40	5	A	correct?	14:20:49	5		some point, I'm sure, and I didn't.
	6		A		6	Q	Do you recall him specifically telling you not
	7		Along with a fax confirmation sheet?		7		to worry about it?
	8	A	Yes, sir.		8	A	No, I don't.
	9	Q	Exhibit B is the additional \$400,000 redemption		9	Q	Were you concerned that Swartz IP did not have
	10		request; correct?	14:20:59	10		sufficient funds to meet the redemption request of
14:18:50	11	A	Yes, sir.		11	9.6 million?	
	12	Q	And Exhibit C are the various shareholder		12	A	I didn't know enough about it to have a
	13		interests that were requesting redemption; correct?		13		concern, and I don't know what Swartz IP did or didn't
	14	A	I don't know what this. I have not seen this		14	have.	
14:19:02	15	Q	before.	14:21:09	15	Q	Let me hand you what's been marked as
	16		Well, it's entitled "The Wimbledon Fund, SPC		16	Exhibit 35, sir.	
	17		(Class TT) Pending Redemptions Register"; correct?		17	A	Okay.
	18	A	That's what it says, yes.		18	(Exhibit 35 was marked for	
	19	Q	When did you first see that correspondence with		19	identification by the Court Reporter	
	20		those attachments?		20	and is attached hereto.)	
14:19:18	21	A	I think right now. I don't remember seeing it	14:15:32	20	THE WITNESS: Okay. It's the same thing;	
	22	before.			21	right?	
	23	Q	Let me hand you what's been marked as		22	BY MR. WALKER:	
	24		Exhibit 34.		23	Q	I believe this is the --
14:19:34	25		(Exhibit 34 was marked for	14:21:25	24	A	The actual e-mail?
			identification by the Court Reporter		25		

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14:21:26	1	Q The actual e-mail. Yes, sir.	14:23:24	1	letter, noting that Swartz IP was in default of its
	2	A Yes, sir.		2	obligations under the note purchase agreement and
	3	Q And when you saw that Joseph Iskowitz at		3	declaring all the notes due and payable was actually
	4	kattenlaw.com was being copied, did you understand that		4	e-mailed to you at your kjammedia.com e-mail address;
14:21:35	5	Katten was a law firm?	14:23:39	5	correct?
	6	A I know Katten's a law firm. I probably -- I		6	A Yes, sir.
	7	don't remember looking and seeing who was copied on the		7	Q And here we see josephiskowitz@kattenlaw,
	8	e-mail. I saw what is was and I forwarded it to David.		8	Martin Kaplan, a fredsanto@kattenlaw,
	9	But I know Katten is a law firm. They do business in		9	williamregan@kattenlaw; correct?
14:21:47	10	entertainment.	14:23:52	10	A Yes. I don't know who these people are.
	11	Q Let me hand you what's been marked as		11	Q And you send to it Mr. Bergstein and say, "Hey,
	12	Exhibit 36, sir.		12	D, what is this and why do they keep sending me this?"
	13	Oh, let me have that bottom one. Thanks.		13	Did I read that correctly?
	14	(Exhibit 36 was marked for		14	A Yes, you did.
14:21:54	15	identification by the Court Reporter	14:24:04	15	Q Was it not apparent to you that they were
	16	and is attached hereto.)		16	sending it to you because Swartz IP was in default under
	17	BY MR. WALKER:		17	the note purchase agreement?
	18	Q Now, this is correspondence dated November 14,		18	A At the time, it wasn't, I guess. Because he
	19	2012, to Swartz IP at the Colorado Boulevard address;		19	kept saying -- I'm sure he was -- I don't remember, but
14:22:06	20	correct?	14:24:14	20	I'm sure he was saying, I'm dealing with it, don't worry
	21	A That is correct.		21	it.
	22	Q And it states that notice is given that Swartz		22	Like I see here, don't worry.
	23	IP is in default of its obligations under the note		23	So if I'm not supposed to worry, why do they
	24	purchase agreement; correct?		24	keep sending me this? This is me asking him what's
14:22:18	25	A Yes, sir.	14:24:24	25	going on.
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14:22:18	1	Q And that's the same note purchase agreement you	14:24:25	1	Q Well, you say you mentioned a while ago that
	2	had executed as the vice president of Swartz IP;		2	this was not to worry. Do you recall specifically any
	3	correct?		3	reaction that he had to this e-mail on November 16,
	4	A I assume so.		4	2012?
14:22:28	5	Q And it states there that, "Accordingly, all the	14:24:33	5	A I do not recall specifically, no.
	6	notes to be -- were immediately due and payable as set		6	Q And you certainly knew what a redemption
	7	forth in Paragraph 12 of the agreement"; correct?		7	request was; right?
	8	A That's what it says.		8	A Yes.
	9	Q When was the first time you saw that		9	Q And you certainly knew what a default was on a
14:22:47	10	correspondence?	14:24:42	10	note; right?
	11	A I don't remember. If it was sent to the		11	A Yes.
	12	office, mail, it would have gone to Frymi.		12	Q And you understood what it meant to declare a
	13	Q Let me hand you what's been marked as		13	note in default and immediately due and payable; right?
	14	Exhibit 37.		14	A Yes.
14:23:03	15	A Okay.	14:24:52	15	Q So you understood that they were taking the
	16	(Exhibit 37 was marked for		16	position in writing at Class TT that the notes that you
	17	identification by the Court Reporter		17	had signed, the reference notes and the other notes that
	18	and is attached hereto.)		18	Swartz IP had were being called? They were due and
	19	THE WITNESS: The same letter. And like I		19	payable; right?
14:23:14	20	said, I forwarded it directly to David saying, "What's	14:25:07	20	A I don't remember specifically reading this
	21	up? What do -- why do they keep sending this?"		21	document. I see something from Wimbledon TT and I
	22	BY MR. WALKER:		22	forwarded to him. So I don't know specifically what I
	23	Q Okay. So Exhibit --		23	was thinking at the time.
	24	A Because I don't they what is going on.		24	Q Well, you point out, you ask, "Why do they keep
14:23:20	25	Q So Exhibit 37 now reflects that that same	14:25:20	25	sending me this?"

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14:25:21	1	A Yeah.	14:26:47	1	Q Did you ever sit down or talk with
2		Q You understood they were sending it to you	2		Mr. Bergstein about next steps in responding to this
3		because you were vice president of Swartz IP that signed	3		default?
4		the note purchase agreement; right?	4		A I don't specifically recall that, no.
14:25:30	5	MR. WIECHERT: Calls for speculation. No	14:26:54	5	Q And you pointed out that you were concerned
6		foundation.	6		because they were copying a bunch of lawyers on it;
7		THE WITNESS: I did sign the note. Sorry.	7		correct?
8		BY MR. WALKER:	8		A I did, yes.
9		Q So it made sense to you at the time that you	9		MR. WALKER: Why don't we take a break.
14:25:36	10	would be receiving the default notice; correct?	14:27:30	10	There's only five minutes left on the tape.
11		A It didn't make sense to me I keep getting this.	11		THE WITNESS: No problem.
12		That's why I keep asking him, "Why do they keep sending	12		THE VIDEOGRAPHER: We're going off the record
13		this?" I was asking him, What's going on? Why are they	13		at 2:25 p.m.
14		keep sending this?	14		(A recess was taken.)
14:25:48	15	Q Had you not read Section 10 of the note	14:56:46	15	THE VIDEOGRAPHER: We are back on the record at
16		purchase agreement regarding mandatory prepayment of the	16		2:54 p.m.
17		notes?	17		BY MR. WALKER:
18		A I told you I did not read the note when I	18		Q Sir, I'm sorry, I was -- you said with respect
19		signed it.	19		to Glendon that there were several investors?
14:25:55	20	Q Well, when you got this acceleration notice,	14:57:02	20	A Yes.
21		did you not pull the note purchase agreement that you	21		Q And what are you doing currently to try to make
22		had executed to take a look at it?	22		it right?
23		A No, I did not.	23		A There was -- Glendon has NOLs, notices of loss,
24		Q Was that because you knew it was a fraud?	24		that we're trying to see how we can monetize those.
14:26:05	25	A No, sir.	14:57:17	25	Q And Glendon was a legitimate business
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14:26:06	1	Q I mean, you understood that the agreements that	14:57:19	1	operation?
2		you signed, the notes that you signed were just part of	2		A Absolutely.
3		a fraud; right?	3		Q I'm going to mark this 38A.
4		A No, sir.	4		A You already -- you gave me this one already.
14:26:12	5	Q So you didn't care enough to read them?	14:57:31	5	Q Yes, sir. I want to give you this one now.
6		A No, sir.	6		MR. WIECHERT: So this would be 38B or just 38?
7		Q Because it wasn't worth your time?	7		MR. WALKER: Thirty-eight.
8		A No, sir.	8		MR. WIECHERT: Okay.
9		MR. WIECHERT: It's argumentative. Compound.	9		(Exhibit 38-A was marked for
14:26:19	10	THE WITNESS: I did not understand that at all,	14:15:32	10	identification by the Court Reporter
11		to be clear.	11		and is attached hereto.)
12		BY MR. WALKER:	12		BY MR. WALKER:
13		Q You go on to state that -- on November 16th	13		Q Do you recognize Exhibit 38A, sir?
14		that Mr. Bergstein had mentioned a while ago that this	14		A Yes, I do.
14:26:27	15	was not to worry; correct?	14:57:48	15	Q What is it?
16		A That's what it says, yes.	16		A It's my settlement with the SEC.
17		Q All right. Well, why did he say that you	17		Q So it notes that the SEC pursued a matter, an
18		should not worry about it?	18		administrative proceeding against you, along with a
19		A Because whatever it was, he was handling, I	19		cease and desist proceeding; correct?
14:26:37	20	guess.	14:58:05	20	A They did pursue it against me, yes.
21		Q And you ask him, "Do we need to take any	21		Q And you individually, Kiarash Jam, were the
22		steps?"	22		respondent; correct?
23		Did he ever respond to that?	23		A Yes.
24		A I don't recall him responding specifically to	24		Q And it notes in the second paragraph there on
14:26:46	25	this, no.	14:58:17	25	the first page, "Respondent -- that would be you -- has

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14:58:21	1	submitted an offer of settlement which the Commission 2 has determined to accept"; correct?	15:00:37	1	unregistered?
	3	A That's correct.		2	A I think it was a private company at that point.
	4	Q Going to Paragraph 3, it says that the		3	Q Was it unregistered shares of common stock
14:58:31	5	Securities and Exchange Commission finds that these 6 proceedings against you arose out of two unregistered 7 securities-offering frauds committed by you from 8 approximately September 2012 through approximately 9 March 2014; correct?	15:00:45	5	that --
14:58:46	10	MR. WIECHERT: Counsel, can I just have a 11 continuing objection with regard to all questions 12 concerning this on the grounds of relevance?	15:00:54	10	A Do you register private shares?
	13	MR. WALKER: Sure.		6	Q I'm asking you, sir.
	14	MR. WIECHERT: Thank you. And then I won't 15 have to repeat myself.		7	A I don't know the answer to that question. I
14:58:54	16	MR. WALKER: Thank you.		8	was asking you.
	17	MR. WIECHERT: Yes.		9	Q It states down further in that paragraph, "In
	18	THE WITNESS: I'm sorry. The question again.		10	connection with this offering, Jam made
	19	BY MR. WALKER:		11	misrepresentations about the amount of funds that
14:59:01	20	Q Yes, sir. So it begins by noting that the 21 proceedings the SEC brought against you arose out of two 22 unregistered securities-offering frauds that you had 23 committed from approximately September 12, 2012, through 24 approximately March 2014; correct?	15:01:07	15	Glendon had raised to date, the number of securities of Glendon currently available for purchase, and the timing of the take private transaction."
14:59:16	25	A That's what they claim, yes.	15:01:22	20	Did I read that correctly?
				21	A That's what it says.
				22	Q It also states that, "Jam also misappropriated \$205,443 of the offering proceeds through nominee entities he controlled and used the majority of these
				23	misappropriated funds to pay his personal expenses."
				24	Did I read that correctly?
			15:01:41	25	A That's what it says.
					Q Look at the top of page 3. Oh, I'm sorry.
					Let's start at the very bottom of page 2. It states that, in describing you as the respondent, that you have
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14:59:17	1	Q And during the first offering fraud, it says, 2 "Jam and his associate, David R. Bergstein, neither of 3 whom was registered with the Commission in any capacity, 4 raised approximately \$5.6 million from 11 investors from 5 approximately September 2012 through approximately 6 March 2013 by selling on behalf of Glendon Group Inc., a 7 shell company with no operations, unregistered shares of 8 common stock and notes," which they define as the 9 Glendon Units; correct?	15:01:45	1	never been registered with the Commission, the SEC, and 2 that you hold no securities licenses.
14:59:31	5	A That's what it says.		3	Have -- have you ever previously registered 4 with the Securities and Exchange Commission?
	6	Q So in the agreement that you signed for Glendon 7 and that Mr. Bergstein signed for Swartz IP, selling 8 1.2 million shares of Glendon common stock to Swartz IP 9 for a million dollars, that's the very same common stock 10 that's referenced here; correct?	15:01:55	5	A No, sir.
14:59:49	11	A I believe so, yes.		6	Q And have you ever previously held a securities 7 license?
	12	Q And you agree that Glendon was a shell company 13 with no operations; correct?		8	A No, sir.
	14	A No. I don't agree with the SEC's 15 position on this. This is a -- I admitted no fault and 16 no guilt. This is certainly their perspective. And I 17 settled with them. So that's something that is in here 18 somewhere.	15:02:01	10	Q It states that at all relevant times, that you 19 were the president and chief executive officer of Glendon.
15:00:08	20	Q Was the common stock that Swartz IP purchasing 21 and the agreement that you and Mr. Bergstein signed 22		11	A Correct.
	23			12	Q Was that true?
	24			13	A Yes, sir.
15:00:22	25		15:02:06	15	Q That you were the president and sole director of K.Jam Media, Inc.
				16	Is that true?
				17	A Yes, sir.
				18	Q And that you were the president and sole officer of Integrated Administration.
				19	Was that also true?
			15:02:14	20	A Yes, sir.
				21	Q Were those the nominee entities that it's 22 referencing earlier in the settlement?
				23	A I don't know.
				24	
			15:02:27	25	

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15:02:27	1	Q Certainly, those are the same entities we've	15:04:23	1	Q It goes on to state that, "In reality, Glendon
	2	been discussing --		2	had only sold five Glendon units, leaving 45 Glendon
	3	A Yes.		3	units available and was a material breach of the merger
	4	Q -- during your deposition today; correct?		4	agreement, having failed to raise \$9.5 million by
15:02:33	5	A That's correct.	15:04:38	5	October 2012."
	6	Q And it goes on to state, "Respondent		6	Did I read that correctly?
	7	participated in an offering of Glendon stock, which is a		7	A That's what it says.
	8	penny stock."		8	Q Did you, in fact, fail to raise \$9.5 million by
	9	Did I read that correctly?		9	October 2012?
15:02:43	10	A Where is that? What page?	15:04:44	10	A I don't remember the dates. I know that we
	11	MR. WIECHERT: The top of Page 3.		11	pushed our closing. The closing didn't happen on the
	12	BY MR. WALKER:		12	day it was supposed to. But we ended up closing and
	13	Q The last -- last sentence of that paragraph.		13	everything ended up happening a few months later. But,
	14	A Yes, that's correct. That's what it says.		14	yes, the transaction did close. The company was
15:02:51	15	Q Okay. Do you agree that Glendon stock was a	15:04:56	15	successfully taken private.
	16	penny stock?		16	Q Well, apparently not if -- if you were cited by
	17	A I don't know what a penny stock is defined as.		17	the SEC in connection with your involvement with the
	18	Q When you were engaging in the securities deals		18	sale of the company stock.
	19	involving Glendon stock with Swartz IP, for example, did		19	A At --
15:03:04	20	it occur to you that you were involving -- you were	15:05:06	20	MR. WIECHERT: The question -- the question
	21	involving yourself in the sale of a security?		21	assumes facts not in evidence as it's argumentative.
	22	A No. I think there's documents -- as the		22	THE WITNESS: At the time, I thought everything
	23	document clearly stated, this was not to be a security.		23	was hunky-dory. At the time, I thought everything was
	24	There was a securities lawyer who drafted all the		24	done by the book. There were lawyers and accounting
15:03:16	25	documents, so I thought everything was fine. Aaron	15:05:16	25	firms -- multiple accounting firms, third-party audit
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15:03:19	1	Grunfeld is a securities expert and he was the one who	15:05:16	1	firms that had looked at everything. And I thought we
	2	drafted all the documents for all the transactions with		2	were taking this company private. There was all kinds
	3	regards to the Glendon and bids transaction.		3	of things that were going to happen, and, ultimately, we
	4	Q And Aaron Grunfeld's the same lawyer that filed		4	would be able to hopefully sell it for a lot more.
15:03:30	5	the formation documents for Swartz IP; right?	15:05:26	5	Never once did I think I was involved with a fraud.
	6	A Yes, the same lawyer.		6	BY MR. WALKER:
	7	Q Now, starting at the bottom of Page 3, it		7	Q Well, why doesn't the SEC's settlement opinion
	8	says -- it's discussing certain misrepresentations that		8	note the audits and the involvement of all these counsel
	9	you made to create a sense of urgency around the Glendon		9	and accountants you've referenced?
15:03:48	10	stock offering. And it goes on to say, for example, "In	15:05:38	10	A I don't know.
	11	an October 4, 2002, e-mail, Jam told investor one and		11	MR. WIECHERT: Objection. Calls for
	12	investor two that we were ten units shy of closing and		12	speculation. Calls for a conclusion. No foundation.
	13	that Bergstein is pumped about this. He is in. He put		13	THE WITNESS: I don't know. I completely
	14	his mom in."		14	disagree with the SEC's position and the way they look
15:04:02	15	Did I read that correctly?	15:05:47	15	at this. But it says it's a no fault. This is their
	16	A Yes, you did.		16	position and we ended settling it because I wanted this
	17	Q Did you say those things?		17	out of my life, without admitting any kind of guilt.
	18	A I -- if it says I did in quotes, I'm sure the		18	BY MR. WALKER:
	19	SEC won't be lying. But I don't recall specifically.		19	Q At the end of Paragraph 8, it states, "Jam then
15:04:13	20	Q Okay. I presume they're quoting you from a	15:05:58	20	lied about the source of this new money when he e-mailed
	21	particular document?		21	his accountant falsely stating that, quote, the 80,000
	22	A I would assume so. From an e-mail, perhaps.		22	that came in is money back to us that we advanced to
	23	Q And that's why it shows it as a quote of		23	Glendon last year, close quote."
	24	something you said?		24	Did you state that to Mr. Zarrinkelk?
15:04:22	25	A Yes, sir.	15:06:13	25	A I don't recall specifically. But if I said

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15:06:15	1	that, it's because we advanced some money, which is what		15:07:49	1	to ask questions; right? You can make speeches later;	
	2	we would do often, and then get paid back. So I don't			2	opening, closing, whatever you want. Why don't you just	
	3	specifically recall that.			3	continue to ask questions.	
	4	Q Why the SEC conclude that that was a false			4	THE WITNESS: Never once did I think I was	
15:06:25	5	statement?		15:08:00	5	involved with anything fraudulent. I resent the	
	6	MR. WIECHERT: Objection. Calls for			6	implication, sir.	
	7	speculation. No foundation.			7	BY MR. WALKER:	
	8	THE WITNESS: I don't know why the SEC did what			8	Q Finally, on Paragraph 14 it states, "Jam	
	9	they did and said the things they did. You can --			9	misappropriated through Glendon, K.Jam Media, and	
15:06:32	10	BY MR. WALKER:		15:08:12	10	Integrated Administration approximately \$154,400 of the	
	11	Q But you certainly agree that the SEC did, in			11	approximately \$580,000 in investor funds to pay your	
	12	fact, conclude that that was a false statement?			12	personal expenses, which included your office rent and	
	13	A That's their allegation, yes.			13	insurance."	
	14	Q It goes on to state in Paragraph 9 that "you			14	Did I read that correctly?	
15:06:41	15	personally misappropriated through Glendon, K.Jam Media,		15:08:26	15	A That's what it states.	
	16	and Integrated Administration approximately \$205,443 of			16	Q So I take it that the SEC's investigation	
	17	the approximately \$5.6 million raised using the majority			17	involved not just Glendon, did K.Jam Media and	
	18	of the \$205,443 to pay your personal expenses such as			18	Integrated Administration as well?	
	19	meals, automotive expenses, travel, and entertainment."			19	MR. WIECHERT: Objection. Calls for a	
15:07:03	20	Did I read that correctly?		15:08:33	20	conclusion. No foundation. Speculation.	
	21	A That's what it states.			21	THE WITNESS: They looked at Glendon. As I	
	22	Q And is that true?			22	said, I fully cooperated with them. I gave them all	
	23	A No.			23	paperwork for everything that had anything to do with me	
	24	Q Certainly the SEC --			24	that they asked for. I gave them everything they	
15:07:09	25	A There was a fee to us -- there was a fee for		15:08:46	25	wanted.	
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15:07:10	1	everything that we did. We would take a percentage as a		15:08:46	1	BY MR. WALKER:	
	2	fee, and that fee was our fee for doing all of the work.			2	Q Did they ask for your records and paperwork and	
	3	And that fee became money that was money that I earned			3	financial transactions for K.Jam Media?	
15:07:22	4	by doing all the work and I used that fee to pay my			4	A Yes, they did.	
	5	bills, yes.		15:08:52	5	Q Did they ask for your records and evidence of	
	6	So I disagree with the way they've			6	financial transactions involving Integrated	
	7	characterized it, and I disagree with the way they're			7	Administration?	
	8	putting it here.			8	A Yes, they did. I don't know if they were the	
	9	Q And you're characterizing as work you and			9	ones asking or one of the -- the other authorities. But	
15:07:30	10	Mr. Bergstein sitting around and signing an agreement		15:09:00	10	I provided the records that you mentioned.	
	11	taking a million dollars out of Swartz IP for			11	Q Sir, going to Page 7, you were ordered to pay a	
	12	1.2 million shares of penny stock in Glendon?			12	disgorgement of \$205,443; correct?	
	13	MR. WIECHERT: Objection. Argumentative.			13	A Yes, sir.	
	14	BY MR. WALKER:			14	Q Prejudgment interest of \$86,278.75?	
15:07:39	15	Q Is that what you call work		15:09:15	15	A Yes, sir.	
	16	A No, sir. And I really don't appreciate your --			16	Q And a civil penalty of \$185,000?	
	17	the tone you're taking with me, sir.			17	A Yes, sir.	
	18	Q Well, sir --			18	Q And have you paid that?	
	19	A I've been respectful.			19	A No, sir. The first payment is not due for	
15:07:45	20	Q -- let me assure you that my clients --		15:09:26	20	another -- I don't know when, but...	
	21	A I've been --			21	Q You're paying that out in installments?	
	22	Q -- don't appreciate it either.			22	A Yes, sir. Installments over three years. I'm	
	23	A I appreciate that, but I've been respectful to			23	not financially stable right now.	
	24	you.			24	Q Okay. We can take a look at 38 again.	
15:07:49	25	MR. WIECHERT: Counsel, your role here is just		15:09:42	25	A Thirty-eight.	

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15:09:48	1	Q	Have you had a chance that look at this e-mail	15:11:54	1	marked as Exhibit 39.	
	2		thread, sir?		2	A Okay.	
	3		A Yes, sir.		3	(Exhibit 39 was marked for	
	4		Q I'd like to refer your attention to the last		4	identification by the Court Reporter	
15:09:56	5		page, 95.	14:15:32	5	and is attached hereto.)	
	6		A Yes, sir.		6	BY MR. WALKER:	
	7		Q It's an e-mail from David Bergstein to you on		7	Q Frymi Biedak is forwarding to you your	
	8		May 14, 2013; correct?		8	requested list of corporations on January 2, 2013;	
	9		A Yes.		9	correct?	
15:10:05	10	Q	And he's sending you revised agreements that	15:12:03	10	A That's what she is doing, yes.	
	11		need to get signed?		11	Q What was this for?	
	12		A Yes, sir.		12	A I don't recall. Maybe to give to Jeff Solomon.	
	13		Q Were those the same agreements referenced in		13	I don't know.	
	14		your e-mail that follows that to Mr. Winskowski?		14	Q To give to whom?	
15:10:18	15	A	I don't know.	15:12:12	15	A Jeff Solomon. I don't know. I don't know what	
	16	Q	Well, were you sending them to Mr. Weinskoski		16	this was for.	
	17		to print so that you could sign them?		17	Q And looking at this document doesn't refresh	
	18		A Possibly.		18	your recollection?	
	19	Q	He goes on to state, "Also, there will be need		19	A No, sir.	
15:10:28	20		to be a check issued to Advisory IP Services according	15:12:24	20	Q What was the reason that all of these entities,	
	21		to the note."		21	so many of them were formed in the 2010 through the 2012	
	22		Did I read that correctly?		22	time frame?	
	23	A	That's what it states.		23	A I don't know why David formed the -- formed the	
	24	Q	What note is he referring to?		24	companies that he formed. I don't know the answer to	
15:10:37	25	A	I don't know. I would imagine the note we've	15:12:40	25	that.	
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15:10:39	1		been talking about.	15:12:40	1	Q Well, you say he formed. But we've certainly	
	2	Q	Sir?		2	seen evidence that you were providing for the formation	
	3	A	The note that we've been talking about, I would		3	of these entities as well; correct?	
	4		imagine. I don't know specifically. I don't recall.		4	A Well, Glendon was formed for the purpose of	
15:10:47	5	Q	Did you undertake to ensure that the check was	15:12:51	5	taking the company bids public. I can tell you that --	
	6		issued to what we refer to as Swartz IP according to the		6	private. I could tell you that.	
	7		note purchase agreement?		7	Q You formed Integrated Administration; correct?	
	8	A	If there were funds and he requested a check, I		8	A Yes. I formed Integrated Administration as the	
	9		did cut the check and I did whatever he said. He was		9	entity that we've discussed.	
15:11:00	10		calling the shots.	15:13:03	10	Q You formed K.Jam Aviation?	
	11	Q	But you don't recall what that was for?		11	A K.Jam Aviation was going to buy a couple of	
	12	A	I don't, sir.		12	airplanes.	
	13	Q	And then in the attachments in the e-mail that		13	Q But you formed that company?	
	14		you sent to Mr. Weinskoski, one of them was the Advisory		14	A I did, yes.	
15:11:12	15	IP Services SPA?		15:13:11	15	Q You formed K.Jam Media?	
	16	A	That's what the attachment says. I don't know		16	A No. K.Jam Media was formed back in 2007.	
	17		what was actually there, but that's what it says, yes.		17	Q You didn't form that?	
	18	Q	What was the Advisory IP Services SPA?		18	A I did. But you said into 2011 and '12.	
	19	A	I don't know. I don't recall.		19	Q Fair enough. But as far as the list goes,	
15:11:24	20	Q	It also has the Advisory IP Services note. Was	15:13:21	20	that --	
	21		that a reference note or was that the note purchase		21	A Yes.	
	22		agreement?		22	Q -- was a company you formed?	
	23	A	I don't recall what each one of these specific		23	A Yes. That is correct.	
	24		documents were from 2013.		24	Q You were involved in the formation of Owari	
15:11:37	25	Q	All right. I've handed you, sir, what's been	15:13:28	25	Opus; correct?	

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15:13:29	1	A	Frymi, I believe, did that, yes.	15:15:51	1	A	No, sir.
	2	Q	You were involved in the formation of Pagoda		2	Q	Did you have every right and ability to refuse
	3		Services; correct?		3		to sign the revised agreements?
	4	A	Yes. That was -- these were all for individual		4	A	Yes.
15:13:35	5		transactions, I guess.	15:15:58	5	Q	Did you ever have every right and ability to
	6	Q	You were involved in the creation of Pineboard		6		refuse to issue another check out of Swartz IP?
	7		Holdings; correct?		7	A	I was not issuing checks out of Swartz IP.
	8	A	Yes.		8	Q	Well, how were you arranging for the payment
	9	Q	And you were involved in the formation of		9		of -- on behalf of Advisory?
15:13:43	10		Swartz IP; correct?	15:16:11	10	A	This was a payment to Swartz IP, not from
	11	A	No, I was not.		11	Swartz IP.	
	12	Q	Excuse me. I'll hand you what's been marked as		12	Q	From who?
	13		Exhibit 40, sir.		13	A	It doesn't say.
	14	A	Thank you, sir.		14	Q	Okay.
14:15:32	15		(Exhibit 40 was marked for	15:16:17	15	A	Probably Integrated Administration. But I did
	16		identification by the Court Reporter		16		not write checks on behalf of SIP.
	17		and is attached hereto.)		17	Q	Let me hand you what's been marked as
	18		BY MR. WALKER:		18		Exhibit 41.
	19	Q	I'll ask you identify this, please.		19		(Exhibit 41 was marked for
15:14:28	20	A	Is this what we just saw?	15:16:28	20		identification by the Court Reporter
	21	Q	Yes, sir.		21		and is attached hereto.)
	22	A	Yeah.		22	BY MR. WALKER:	
	23	Q	And what was your response to Mr. Bergstein's		23	Q	Is this an affidavit that you signed on or
	24		request that you sign the revised agreements and that		24		about June 22, 2013?
15:14:39	25		there would need to be a check issued to Advisory IP	15:16:39	25	A	Yes.
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15:14:44	1		Services according to the note?	15:16:40	1	Q	Is that your signature on the affidavit?
	2	A	I said on it.		2	A	Yes, sir.
	3		Do you want to ask it again so it's recorded?		3	Q	And you declared under penalty of perjury under
	4	Q	It's okay.		4		the laws of the state of New York that the statements in
15:14:58	5		So when you responded to Mr. Bergstein's e-mail	15:16:47	5		this affidavit were true and correct?
	6		asking you to sign the revised agreements, do you recall		6	A	Yes, sir.
	7		what those revised -- how those agreements had been		7	Q	And there on the very first paragraph, the
	8		revised?		8		first sentence is, "I am an officer of Advisory IP
	9	A	No, sir.		9		Services, Inc."; correct?
15:15:08	10	Q	Did you compare them to the previous agreements	15:16:59	10	A	Yes.
	11		that you had signed to see what changes had been made?		11	Q	And that was the company that had had its name
	12	A	No, sir.		12		changed from Swartz IP?
	13		MR. WIECHERT: Assumes facts not in evidence.		13	A	That is correct.
	14		BY MR. WALKER:		14	Q	So I take it there's no doubt that you were an
15:15:17	15	Q	Were -- were you signing revised agreements	15:17:11	15	officer of Swartz IP?	
	16		that you had signed the original agreements on?		16	A	David told me to sign the document as the VP.
	17	A	I don't recall specifically what this was		17		If he actually ever made me the VP, I don't know.
	18		about.		18	Q	Well, you were signing an affidavit that was
	19	Q	When you responded to Mr. Bergstein, with		19		purportedly filed or prepared to file in a court under
15:15:30	20		respect to the requests that he had in this May 14, 2013	15:17:26	20	penalty of perjury.	
	21		e-mail, you didn't complain about or express any		21	Did David make you sign the affidavit?	
	22		concerns about what you were doing at his request?		22	A	No. The affidavit came to me from Alex
	23	A	No, sir.		23		Weingarten, I think.
	24	Q	You didn't ask any questions about any aspect		24	Q	Did you review the affidavit before you signed
15:15:47	25		or ramification of what you were doing?	15:17:36	25	it?	

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15:17:36	1	A I don't recall specifically, but probably. I	15:19:32	1	A No, I just don't think I had clarity. I don't
	2	don't recall specifically 2013 if I reviewed this		2	know if it changed or not, but...
	3	document or not.		3	Q Was there something that prevented you from
	4	Q At the end of the day, you signed an affidavit		4	securing clarity on that at any time prior to
15:17:45	5	subject to penalty of perjury that you were an officer	15:19:47	5	September 24, 2013?
	6	of Swartz IP; correct?		6	A I would ask Frymi. She was the keeper of all
	7	A I signed this document, yes.		7	documents and things of that nature.
	8	Q Let me hand you what's been marked as		8	Q Exactly. So was there anything that prevented
	9	Exhibit 42.		9	you from asking Frymi about your status as an officer or
15:18:05	10	(Exhibit 42 was marked for	15:19:59	10	director in any of the companies that we've seen listed
	11	identification by the Court Reporter		11	today in these documents prior to September 2013?
	12	and is attached hereto.)		12	A No.
	13	THE WITNESS: Okay.		13	Q She officed down the hall from you; right?
	14	BY MR. WALKER:		14	A Yeah.
15:18:13	15	Q So it starts with an e-mail from David	15:20:11	15	Q The records regarding these companies were
	16	Bergstein to you, Frymi Biedak, and Henry Simonian;		16	maintained by her down the hall from you; right?
	17	correct?		17	A I think she maintained the records, yes.
	18	A Harry Simonian, yes.		18	Q So you could have found out if you were an
	19	Q Harry. Who -- what was Harry Simonian's role?		19	officer of these companies, what the status of their
15:18:33	20	A Harry Simonian is an accountant that works for	15:20:23	20	financial situation was, the balance of their bank
	21	David in David's office.		21	accounts, you could have found that out at any time,
	22	Q And he had a cyranocompany --		22	couldn't you?
	23	A Yes.		23	MR. WIECHERT: Calls for speculation. No
	24	Q -- .com e-mail address?		24	foundation.
15:18:42	25	A Yes.	15:20:30	25	THE WITNESS: I don't know if Frymi would have
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15:18:42	1	Q And David asks that you "please prepare the	15:20:31	1	had that information, but I could have asked Frymi if
	2	quarterly checks from Glendon today and let me know what		2	she had the corporate documents. Maybe she did or
	3	the total is so I can have additional funds wired in.		3	didn't. I don't know.
	4	Date all the checks today"; correct?		4	BY MR. WALKER:
15:18:54	5	A That's what he says.	15:20:36	5	Q Well, if you were wanting to know if you were
	6	Q "And for the Sever-North and Swartz payments,		6	an officer of a company, do you think you would have a
	7	please have the funds wired."		7	right to find that out?
	8	Did I read that correctly?		8	A Yes. And I asked her the question, as you see
	9	A Yes, sir.		9	here.
15:19:01	10	Q Where were all these -- where were these funds	15:20:44	10	Q Right. And did you exercise that same right
	11	for the quarterly checks from Glendon and the		11	any time prior to September 2013?
	12	Sever-North and Swartz payments coming from?		12	A I think we've seen other e-mails of me asking
	13	A I don't know. I don't know if there was money		13	am I an officer here. We've been through that earlier
	14	in Glendon already or not. I don't know the answer to		14	today.
15:19:12	15	that.	15:20:53	15	Q Yes, sir. So my question is, was that
	16	Q And Frymi responds, "Unless Kia has them, we		16	something that changed from time to time that
	17	need wiring instructions for Sever-North and Advisory IP		17	necessitated that you keep asking?
	18	Services. I would like to add them to the list";		18	A I don't know if the officers changed or not. I
	19	correct?		19	was not in control of those entities. If David elected
15:19:22	20	A Yes.	15:21:05	20	new people or put new people, I don't know what he was
	21	Q And you respond to Frymi, "Am I an officer of		21	or wasn't doing.
	22	either of these companies?"		22	Q And despite that fact, you were content just to
	23	A Yes.		23	stay in the office with him and continue to operate with
	24	Q Was that something that changed from time to		24	him?
15:19:31	25	time?	15:21:15	25	A I thought everything was going the way it

		Page 238	Page 240	
15:21:18	1	should have been.	15:23:47	1
	2	Q Let me hand you what's been marked as		2
	3	Exhibit 43, sir.		3
	4	A Thank you.		4
14:15:32	5	(Exhibit 43 was marked for	15:23:56	5
	6	identification by the Court Reporter		6
	7	and is attached hereto.)		7
	8	BY MR. WALKER:		8
	9	Q Now, in response to the same e-mail from		9
15:21:38	10	Mr. Bergstein on May 13, 2013, Frymi responds that, "We	15:24:08	10
	11	noticed that there is a discrepancy on page 1 of the		11
	12	Advisory IP Services note. The initial principal amount		12
	13	\$200,000, but in the text it says 500,000. Please		13
	14	advise if this needs to be corrected."		14
15:21:57	15	What was the source of that mistake?	15:24:25	15
	16	A I don't know. David drafted it.		16
	17	Q So was Mr. Bergstein --		17
	18	A Or I don't know if David drafted it or not, but		18
	19	David is the one who sent it. I don't know who drafted		19
15:22:09	20	it. It wasn't me.	15:24:36	20
	21	Q Well, like -- let's take a look at this first		21
	22	document. It's actually a stock purchase agreement		22
	23	between Glendon and Sever-North; correct?		23
	24	A Yes.		24
15:22:19	25	Q And Sever-North is paying \$1.8 million for		25
		Page 239	Page 241	
15:22:24	1	2.65 million shares of Glendon's common stock; correct?	15:24:38	1
	2	A That's what it says.		2
	3	Q Who was drafting these agreements?		3
	4	A I think this was probably drafted by Aaron		4
15:22:40	5	Grunfeld or David. I don't know.	15:24:47	5
	6	Q So it was either drafted by the president of		6
	7	Swartz IP or the attorney that formed Swartz IP?		7
	8	A I would assume it's the two. I don't know who		8
	9	drafted it. That's an assumption.		9
15:22:54	10	Q Did you ever ask Mr. Bergstein who was drafting	15:25:00	10
	11	these documents?		11
	12	A No, sir. I don't recall doing that.	BY MR. WALKER:	
	13	Q Let's go to page 389.		12
	14	A 389.		13
15:23:14	15	Q Now, this was another stock purchase agreement		14
	16	between Glendon Group and BDZ Group, Inc.; correct?		15
	17	A Yes.		16
	18	Q And here, Glendon was selling BDZ Group, Inc.		17
	19	3.1 million shares for a total purchase price of		18
15:23:29	20	\$2.4 million; correct?		19
	21	A Yes.		20
	22	Q So this was the same stock transaction		21
	23	involving Glendon that was the subject of the cease and		22
	24	desist order from the SEC that we just read; correct?		23
15:23:44	25	A Yes. David was the largest owner of Glendon.		24
				25

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15:25:41	1	Q	Looking at the gentlemen listed on Item No. 22, Jeffrey Kranz dor --	15:27:38	1	anything.	
	2	A	Yes.		2	MR. WIECHERT: The question's incredibly	
	3	Q	-- is he an attorney?		3	argumentative and misleading.	
15:25:49	5	A	Yes, he is.	15:27:45	5	THE WITNESS: I'm not trying to obscure	
	6	Q	And he was recently disbarred?		6	anything, sir.	
	7	A	In California, he was. He's still practicing		7	BY MR. WALKER:	
	8		in New York.		8	Q Where did the \$50,000 come from that was paid	
	9	Q	Why was he disbarred in California?		9	to Swartz IP?	
15:25:58	10	A	I don't know.	15:27:53	10	A I don't know. I don't recall.	
	11	Q	Some type of fraud?		11	Q And the deposits are all redacted out; correct?	
	12	A	I don't know why he was disbarred in		12	A That's what the document shows.	
	13		California.		13	Q Let me hand you what's been marked as	
	14		MR. WIECHERT: Do you want to testify about it,		14	Exhibit 46.	
15:26:05	15		Counsel?	15:28:10	15	A Thank you.	
	16		BY MR. WALKER:		16	(Exhibit 46 was marked for	
	17		Q Let me hand you what's been marked as		17	identification by the Court Reporter	
	18		Exhibit 45.		18	and is attached hereto.)	
	19		(Exhibit 45 was marked for		19	BY MR. WALKER:	
15:26:10	20		identification by the Court Reporter		20	Q Okay. I apologize for the landscape	
	21		and is attached hereto.)		21	orientation of this.	
	22		THE WITNESS: Okay.		22	A No, problem. It's making me realize how much I	
	23		BY MR. WALKER:		23	need my glasses.	
	24		Q Please identify this document.		24	Q Okay. We'll start, I guess, with the bottom	
15:26:21	25		A This is a bank statement from Wells Fargo for	15:28:34	25	e-mail that goes all the way to the second page.	
						A Okay.	
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15:26:23	1		the K.Jam Media bank account dated December 1 to 31st of	15:28:36	1	Q And this is an e-mail from you to	
	2		2013, wells Fargo.		2	Mr. Zarrinkelk; correct?	
	3		Q Okay. So this was a bank statement for your		3	A Yes, sir.	
	4		company K.Jam Media's bank account at Wells Fargo;		4	Q Mr. Bergstein is not copied on this; correct?	
15:26:40	5		correct?	15:28:43	5	A Yes, sir.	
	6		A Yes, sir.		6	Q And it's dated December 6, 2013?	
	7		Q Okay. And it shows on page 422 that there was		7	A Correct.	
	8		a \$50,000 payment made by K.Jam Media to Swartz IP;		8	Q And you say, "Hope you are well. There is a	
	9		correct?		9	wire into Pineboard. It is for the purchase	
15:26:56	10		A That's what it shows.	15:28:55	10	distribution."	
	11		Q Why was that payment made?		11	Did I read that correctly?	
	12		A I don't know. I don't recall.		12	A Yes, you did.	
	13		Q At the end of the day, it shows on the last		13	Q What was the amount of that wire into	
	14		page that the average daily ledger balance was		14	Pineboard?	
15:27:06	15		\$6,380.96; correct?	15:29:02	15	A I don't know. I'm looking to see if it's on	
	16		A That's what it shows.		16	this piece of paper. I don't know. I don't recall.	
	17		Q Why did you redact the daily ledger balance		17	Q So some amount of money is deposited into	
	18		summary when this was produced in this case?		18	Pineboard Holdings; correct?	
	19		A I don't know.		19	A Yes.	
15:27:20	20		Q Was it to obscure the fact that this account	15:29:15	20	Q That's an account that you had access to?	
	21		normally has roughly \$6,300 in it other than when 50,000		21	A Yes, sir.	
	22		is moved in and out very quickly to Swartz IP?		22	Q What was a purchase distribution?	
	23		MR. WIECHERT: And, Counsel, how does that		23	A I don't know. I think that's why I put it in	
	24		obscure the fact that you know that from the document?		24	quotes, so he would write it as purchase distribution in	
15:27:38	25		THE WITNESS: I'm not trying to obscure	15:29:25	25	his ledger. And then later when we finally would sit	

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15:29:27	1	with David, we could say to David, You said it's		15:31:21	1	payroll account, you were going to wire \$100,000 to	
	2	purchase distribution; explain that. What is it? So			2	Cyrano; correct?	
	3	that we could update the -- the charts.			3	A Yes.	
	4	Q What does "purchase distribution" even mean?			4	Q Okay. But why was \$100,000 out of the	
15:29:41	5	A I don't know.		15:31:30	5	Integrated Administration payroll account going to	
	6	Q So Mr. Bergstein provided you what you			6	Cyrano Group?	
	7	acknowledge was a meaningless characterization of a wire			7	A I don't remember why he asked me to do that.	
	8	that went into Pineboard?			8	Q Well, clearly, Cyrano's not an employee of	
	9	MR. WIECHERT: The question's argumentative.			9	Integrated Administration; correct?	
15:29:50	10	It misstates the testimony.		15:31:42	10	A No.	
	11	THE WITNESS: No, that's not what I said. What			11	Q Also from the Integrated Administration payroll	
	12	I said is David said it was a purchase distribution.			12	account, you were to wire -- Mr. Zarrinkelk was to wire	
	13	BY MR. WALKER:			13	\$23,833.33 to FCI Lender Services, Inc.; correct?	
	14	Q Right.			14	A Uh-huh.	
15:29:57	15	A So I coded it as that.		15:31:57	15	Q Was that a yes, sir?	
	16	Q Right.			16	A Yes, sir. Sorry. I didn't mean to just nod.	
	17	A Told Majid to write it as that so that later			17	Q No, that's fine. That's fine.	
	18	on, we could get a complete explanation from him.			18	Okay. And the beneficiary bank was Sunwest	
	19	Q As we sit here today, you can't tell me what			19	Bank. And it was for a loan on property located at 5353	
15:30:04	20	"purchase distribution" means?		15:32:09	20	Round Meadow Road in Hidden Hills, California; correct?	
	21	A I don't know what he was referring to back in			21	A Yes, sir.	
	22	2013.			22	Q And that's Mr. Bergstein's home address;	
	23	Q Well, as we look at it today, can you tell me			23	correct?	
	24	what it means? Knowing what it was in hindsight?			24	A That is correct.	
15:30:14	25	A "Purchase distribution," I don't know what he		15:32:17	25	Q So you were paying Mr. Bergstein's mortgage	
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15:30:18	1	was referring to.		15:32:22	1	payment for his residence out of the Integrated	
	2	Q So a wire of some amount goes into Pineboard's			2	Administration payroll account; correct?	
	3	account; correct?			3	A Out of the administrative -- out of the IA	
	4	A Yes, sir.			4	account, yes. We wired \$23,833 to Sun Bank -- Sunwest	
15:30:24	5	Q And you were asking Mr. Zarrinkelk then from			5	Bank.	
	6	Pineboard Holdings to send \$300,000 to Graybox; correct?			6	Q And so, again, you were taking money that	
	7	A Yes, sir.			7	Pineboard had sent to Integrated Administration's	
	8	Q And that was Mr. Bergstein's company?			8	payroll account, and then turning around and immediately	
	9	A Yes. David owned -- from what I understand,			9	paying Mr. Bergstein's mortgage on his home --	
15:30:36	10	owns Graybox. It's his company.		15:32:52	10	A Yes.	
	11	Q And then from Pineboard, he was also to			11	Q -- out of the Integrated Administration payroll	
	12	transfer \$50,000 to Swartz IP; correct?			12	account --	
	13	A That's what it says.			13	A Yes.	
	14	Q And then also from Pineboard, he was to send			14	Q -- correct?	
15:30:47	15	\$240,000 to Integrated Administration; correct?		15:32:54	15	A Maybe he had advanced some money elsewhere and	
	16	A That's what it says.			16	then this was paying him back for the money he had	
	17	Q Okay. So it looks like there was at least			17	advanced.	
	18	\$590,000 wired into Pineboard to cover those three			18	Q Or maybe he was just moving money from	
	19	disbursements; correct?			19	Pineboard through Integrated Administration to pay one	
15:31:04	20	A That's correct.		15:33:05	20	of his personal expenses; correct?	
	21	Q Okay. And then, as we saw, there was supposed			21	A I don't know what he was doing.	
	22	to be from Pineboard \$240,000 to Integrated			22	Q Well, actually, you were the one doing it;	
	23	Administration and -- the payroll account; correct?			23	right? I mean, Mr. Zarrinkelk is your accountant;	
	24	A Yes.			24	right?	
15:31:19	25	Q And then from the Integrated Administration		15:33:14	25	A Yes.	

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15:33:14	1	Q	And you're instructing Mr. Zarrinkelk to do this; correct?	15:34:58	1	Q	Is it possible that Mr. Zarrinkelk's general ledger for Integrated Administration was simply copied or printed onto a --
	2	A	Yes.		2	A	Yes.
	3	Q	And Mr. Bergstein is not copied on any of these communications; correct?		3	Q	-- portrait format?
15:33:19	5	A	Mr. Bergstein's the one who would give me all this information as to where the money should go.		4	A	Yes.
	6	Q	But Mr. Bergstein's not part of this communication, is he?	15:35:04	5	Q	Okay. You believe this --
15:33:28	10	A	He's not part of this communication, no.		6	A	That's why I didn't recognize it.
	11	Q	And Mr. Zarrinkelk is receiving these instructions from you; correct?		7	Q	-- is a copy of part of the ledger for
	12	A	That's correct.	15:35:12	10	A	Integrated Administration that Mr. Zarrinkelk maintained?
	13	Q	And then from Integrated Administration, after you paid Mr. Bergstein's mortgage payment, you were supposed to send \$100,000 -- Mr. Zarrinkelk was supposed to send \$100,000 to K.Jam Media; correct?		11	A	It looks like it.
15:33:35	15	A	Correct.		12	Q	Okay. So it reflects that there was a wire deposit from "Swartz IP Services Group; income to IA. See Kia e-mail November 23, 2011."
	16	Q	And then from that, K.Jam Media was going to send \$20,000 to After Dark Films; correct?	15:35:30	15	A	Did I read that correctly?
15:33:48	20	A	Yes. That's what it states.		16	Q	Yes, you did.
	21	Q	And K.Jam Media was to wire \$25,000 to Jeremy Farris; correct?	15:35:40	20	A	Okay. And it shows \$150,000; correct?
	22	A	That's what it says.		21	A	Yes, it does.
15:34:00	25	Q	And who is Jeremy Farris?	15:35:52	25	Q	Okay. So why was Swartz IP Services Group paying Integrated Administration?
						A	A I don't know.
						Q	Why was that characterized as income to Integrated Administration?
						A	Because when I asked David what is it, he said
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15:34:01	1	A	Jeremy is a -- a friend of ours. Jeremy was somebody that I would borrow money from time to time when we needed money for short-term loans when funds were low. He's a friend.	15:35:55	1	income.	
	2	Q	When you say a friend of ours?		2	Q	So you didn't understand the source of the funds from Swartz IP to your own company?
	3	A	Friend of mine. And I introduced him to David, so he knows David. But he's my friend first.		3	A	No. I just asked David what it was, if it was income or not. And he said income. So that I could tell Majid it was income.
15:34:13	5	Q	Let me hand you what's been marked as Exhibit 47, sir.		4	Q	And you were willing to accept Mr. Bergstein's characterization of \$150,000 payment as income to Integrated Administration?
	6	A	(Exhibit 47 was marked for identification by the Court Reporter and is attached hereto.)	15:36:02	5	A	Yes.
	7	BY MR. WALKER:			11	Q	Were you ultimately the person responsible for the payment of income taxes on the part of Integrated Administration?
	8	Q	Can you identify this document, please?		12	A	I was.
14:15:32	10	A	No.	15:36:13	10	Q	So you were willing to accept a tax hit on \$150,000 without any more explanation than that?
	11	Q	At the top it states, "Integrated Administration 2011, 2012, and 2013 general ledger detail."		11	A	He said it was income. So I was going to -- I didn't want to change anything as it was. He said it was income, so I reported it as income.
	12	A	That's what it says.	15:36:20	15	Q	Well, what income had your company earned at Integrated Administration from Swartz IP to the tune of \$150,000?
15:34:34	15	Q	And is it -- does this reflect the way that the general ledger for Integrated Administration was maintained by you?		13	A	I don't know what David was doing at the time, but the money -- he sent the wire. He would often send me e-mails, say, "I wired X dollars into your account."
	16	A	No. We would do it this way. So it was never this small like this. We would -- Majid does it this way.	15:36:33	20	Q	
	17	Q			21	A	
	18	A			22	Q	
	19	Q			23	A	
15:34:45	20	A			24	Q	
	21	Q			25	A	
	22	A				Q	
	23	Q				A	
	24	A				Q	
15:34:57	25	Q				A	

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15:36:51	1	And then I'd ask him, "What is it? Is this income? What is it?"		15:38:38	1	THE WITNESS: I know what was going on with IA.	
	2				2	But you're asking me questions about Swartz IP, which is	
	3	And he would tell me and I would immediately			3	a company that I was not running. So what Swartz was	
	4	notify Majid.			4	doing, I don't know.	
15:36:57	5	Q Yes, sir. But with all respect, my question		15:38:47	5	BY MR. WALKER:	
	6	was, with respect to your company Integrated			6	Q No, sure. But -- but you agree that this is	
	7	Administration, what had your company done to earn			7	showing that Integrated Administration is being paid --	
	8	\$150,000 from Swartz IP?			8	A Yes.	
	9	A I don't know what we were working on at the			9	Q -- what you're characterizing as income to the	
15:37:09	10	time. Maybe it's the Sovrin work we were doing. Maybe			10	tune of \$450,000 --	
	11	it was something Jerry Swartz was involved with. I			11	A Yes.	
	12	don't know specifically what this would be referring to.			12	Q -- within a six-day period of November 2011;	
	13	Q In fact, you didn't know at all; right? You			13	right?	
	14	just accepted Mr. Bergstein's characterization of			14	A Yes.	
15:37:22	15	\$150,000 as income to your company?		15:39:02	15	Q So I'm asking you, what was Integrated	
	16	MR. WIECHERT: It's argumentative.			16	Administration doing to earn --	
	17	THE WITNESS: As I said to you before, when he			17	A As I --	
	18	would send money into the company, I would ask him how			18	Q -- \$450,000 from --	
	19	to characterize it. He would tell me and I would notify			19	A Maybe they were --	
15:37:33	20	the business manager.		15:39:07	20	Q -- Swartz IP?	
	21	BY MR. WALKER:			21	A Maybe it was the employees were --	
	22	Q Now, six days later, on November 29, 2011,			22	MR. WIECHERT: It's asked and -- it's asked and	
	23	Swartz IP sends another wire transfer to Integrated			23	answered.	
	24	Administration and the note is, "As fee income";			24	THE WITNESS: Maybe the employees were -- maybe	
15:37:47	25	correct?		15:39:12	25	it's what the employees were doing. Maybe it's payroll	
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15:37:48	1	A That's what it says.		15:39:14	1	that we had already advanced. Maybe it was a	
	2	Q And that's \$300,000; correct?			2	reimbursement of that. I don't remember at that time.	
	3	A That's correct.			3	BY MR. WALKER:	
	4	Q What did -- in that six-day period, what had			4	Q Then on January 26, 2012, there's another	
15:37:55	5	Integrated Administration done to earn \$300,000 from		15:39:27	5	deposit from Swartz IP that was wired and characterized	
	6	Swartz IP?			6	as income to Integrated Administration to the tune of	
	7	MR. WIECHERT: Assumes facts not in evidence.			7	\$100,000; correct?	
	8	No foundation.			8	A Yes, I see that.	
	9	THE WITNESS: I don't know if this was for that			9	Q And then on February 2nd, 2012, there was	
15:38:02	10	six days or for the last six months and finally it was		15:39:42	10	another wire transfer from Integrated Administration --	
	11	getting paid. I don't know the answer to that question.			11	I'm sorry.	
	12	BY MR. WALKER:			12	And then later on February 2nd, 2012, there was	
	13	Q Well, over the past or preceding six months,			13	another wire deposit into Integrated Administration from	
	14	what had Income [sic] Administration done for Swartz IP			14	Swartz IP Services that was also characterized as income	
15:38:14	15	that would permit payments of \$450,000 between		15:39:57	15	to the tune of \$50,000; correct?	
	16	November 23rd to the 29th in 2011?			16	A I can't really see that number, but I think it	
	17	A I don't know what David was working on, what he			17	is 50,000. Is it the one under the 100,000?	
	18	was -- what deals he had going, what he was doing at the			18	Q Yes, sir.	
	19	time. So I don't know the answer to that.			19	A Yeah. I think that's a 50, yes.	
15:38:28	20	Q Well, Integrated Administration was your		15:40:07	20	MR. WIECHERT: Jim, you've got good eyes.	
	21	company; right?			21	BY MR. WALKER:	
	22	A Yes, it was.			22	Q And then on February 9th, 2012 --	
	23	Q And you had no idea what was going on with it?			23	A That's 150; right?	
	24	MR. WIECHERT: Objection. Vague and ambiguous.			24	Q -- there was another wire deposit into	
15:38:37	25	Overbroad.		15:40:13	25	Integrated Administration's account from Swartz IP	

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15:40:14	1	Services Group that was characterized as income to the tune of \$150,000; correct?	15:42:12	1	don't know how many. He was the -- definitely one of --
	2			2	he was, I think, the biggest ticket on the payroll. I
	3	A That is correct. That's what this document		3	think his -- I don't remember what his salary was. A
	4	says.		4	couple hundred thousand dollars.
15:40:22	5	Q And then on March 6, 2012, there was another wire deposit into Integrated Administration's account from Swartz IP characterized as income to the tune of \$300,000; correct?	15:42:23	5	Q Well, over a period of less than three months, Integrated Administration received slightly more than a million dollars in what it characterized as income from Swartz IP. Are you saying that that money was then turned around and paid by Integrated Administration to
	6			6	Mr. Bergstein?
	7			7	
	8			8	A No. That's not what I said. You asked me if
15:40:36	9	A That's correct. That's that this document		9	he was on payroll and I said, yes, for a brief period,
10	10	says.		10	he was on payroll. He was one of 40 checks that would
	11	Q Okay. So at that point, there was \$1,050,000		11	get cut every two weeks or week, whatever we were doing.
	12	that had been wired from Swartz IP into Integrated		12	
	13	Administration and characterized as income; correct?		13	
	14	A That's correct.		14	
15:40:51	15	Q And can you identify for us what in the world Integrated Administration had done for Swartz IP	15:42:46	15	Q And just to be clear, you -- you can't tell us
	16	Services to -- that would merit payment by Swartz to		16	why those payments were made or why they were justified
	17	Integrated Administration to the tune of more than a		17	or what Integrated Administration had done to require
	18	million dollars?		18	those payments?
15:41:06	19	A		19	A At this time --
	20	MR. WIECHERT: Argumentative.	15:43:03	20	MR. WIECHERT: Compound.
	21	THE WITNESS: As I have said multiple times		21	THE WITNESS: At this time, no, I don't recall.
	22	now, I don't know what David was doing. Maybe David was		22	BY MR. WALKER:
	23	doing something for Swartz IP and he was supposed to be		23	Q Now, the final entry, approximately five months
	24	compensated and this is his compensation. I don't know		24	later from the last wire transfer from Swartz IP, was
15:41:16	25	what David was doing.	15:43:17	25	dated September 7, 2012, and it's described as an
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15:41:17	1	Integrated Administration was just running the business of paying the employees, having their health insurance, and things of that sort. Maybe those	15:43:19	1	inventory sale to Swartz IP Services Group; correct?
	2	employees were working on Swartz IP deals. I don't know		2	A That's what it says.
	3			3	Q Is that an inventory sale from Integrated
	4			4	Administration to Swartz IP?
15:41:27	5	what all 40 of those people that we looked at were	15:43:28	5	A I don't recall.
	6	working on on a daily basis. But maybe these are fees		6	Q Well, this is the Integrated Administration
	7	for David and David's work. Maybe he was working on		7	ledger reflecting income for a sale to Swartz IP;
	8	transactions. I don't know.		8	correct?
	9	BY MR. WALKER:		9	A That's what it states.
15:41:36	10	Q Well, why would David launder over a million	15:43:38	10	Q And it was for \$80,000; correct?
	11	dollars of payments through Integrated Administration		11	A That is what it states.
	12	from Swartz IP? Why wouldn't he just take the payment		12	Q What inventory did Integrated Administration
	13	directly if Swartz IP owed him the money?		13	sell to Swartz IP?
	14	MR. WIECHERT: Assumes facts not in evidence.		14	A As I said earlier, I don't recall anything
15:41:48	15	Calls for a conclusion.	15:43:47	15	about that transaction from 2012.
	16	THE WITNESS: I don't know why David did what		16	Q Had Integrated Administration ever had over a
	17	he did. You can ask him.		17	million dollars come in to its account over a less than
	18	BY MR. WALKER:		18	90-day period prior to this time?
	19	Q You maintained Mr. Bergstein officially as an		19	A I don't recall. I don't know.
15:41:56	20	employee of Integrated Administration; correct?	15:44:37	20	Q I'll hand you what's been marked as Exhibit 48,
	21	A Yes. David was on the payroll for a brief		21	sir.
	22	period, yes.		22	A Thank you.
	23	Q So did this money then go from Integrated		23	(Exhibit 48 was marked for
	24	Administration to Mr. Bergstein?		24	identification by the Court Reporter
15:42:09	25	A David has gotten some paychecks from IA. I	15:44:46	25	and is attached hereto.)

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15:44:46	1	THE WITNESS: Okay.	15:46:30	1	THE WITNESS: Jeff was a -- Jeff was -- this
	2	BY MR. WALKER:		2	was a work in progress document, so it was constantly
	3	Q Looking at this document, do you know who		3	getting updated as he would get more information. So I
	4	prepared this?		4	don't know kind of where along the process this was.
15:44:58	5	A Jeff Solomon, I believe. Guessing.	15:46:42	5	And it is my understanding that his note here is
	6	Q What would he have -- do you have any idea what		6	incorrect. K.Jam Media does not know Swartz IP.
	7	he would have based this summary of entities on?		7	BY MR. WALKER:
	8	MR. WIECHERT: Calls for a conclusion.		8	Q Well, certainly he noted that it did at this
	9	Speculation. No foundation.		9	time; right?
15:45:11	10	THE WITNESS: I don't know where he was getting	15:46:56	10	MR. WIECHERT: The question's argumentative.
	11	this information. I know he talked to David a bunch and		11	Document speaks for itself.
	12	he was in the office. So I don't know where or how he		12	THE WITNESS: That's what this document says.
	13	would get that information.		13	And I'm assuming this is a document that Jeff created,
	14	BY MR. WALKER:		14	so...
15:45:20	15	Q Did Mr. Solomon have access to the corporate	15:47:03	15	BY MR. WALKER:
	16	records of the various corporate entities that you were		16	Q And under Owari Opus in the next section, it
	17	involved in?		17	says K.Jam Media owns that company; correct?
	18	A Probably.		18	A That's what this document says, yes.
	19	Q Did he have access to the corporate records of		19	Q So setting that up, if you owned -- if K.Jam
15:45:28	20	entities that you and Mr. Bergstein were both involved	15:47:16	20	Media owned Owari Opus, you would have owned Swartz IP
	21	in?		21	then?
	22	A I don't know if -- I don't know. I would		22	MR. WIECHERT: Assumes facts not in evidence.
	23	imagine so. I don't know.		23	Incomplete hypothetical. No foundation.
	24	MR. WIECHERT: Move to the strike the answer as		24	THE WITNESS: I don't own Owari Opus and K.Jam
15:45:41	25	speculation.	15:47:31	25	Media did not own Swartz IP.
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15:45:41	1	BY MR. WALKER:	15:47:34	1	BY MR. WALKER:
	2	Q Looking at page 534.		2	Q So regardless of who created that record, how
	3	A 534, yes, sir.		3	is it that with the companies that you're working in and
	4	Q It's got Swartz IP Services Group at the top;		4	around, you and Mr. Bergstein are involved with, that
15:45:48	5	correct?	15:47:42	5	Frymi Biedak's involved with, that Mr. Zarrinkelk's
	6	A Yes, sir.		6	involved with, how is it that that document gets created
	7	Q And there's a note that says, "K.Jam Media and		7	and is so inaccurate, in your view?
	8	Owari Opus own Swartz"; correct?		8	MR. WIECHERT: Calls for speculation. No
	9	A Where does it say that?		9	foundation. Witness isn't the author of the document.
15:46:00	10	Q At the bottom of that section.	15:47:57	10	THE WITNESS: Yeah. I don't know who created
	11	MR. WIECHERT: The document speaks for itself.		11	the document. I don't know what information they had.
	12	THE WITNESS: Yes. I see that note.		12	I don't know when it was created. So there's lots of
	13	BY MR. WALKER:		13	inaccuracies in that document. That, I can tell you.
	14	Q Was that accurate at the time this was		14	BY MR. WALKER:
15:46:06	15	prepared?	15:48:05	15	Q Right. So was it the practice of everyone that
	16	A I don't know if that was accurate at the time		16	you worked with just to generate inaccurate records
	17	it was prepared. I don't know that.		17	concerning the various companies you were working with?
	18	Q Based upon your experience with Mr. -- was it		18	MR. WIECHERT: The question's argumentative.
	19	Solomon?		19	Overbroad. Vague and ambiguous.
15:46:15	20	A Solomon, correct.	15:48:18	20	THE WITNESS: No, sir.
	21	Q Was he the kind of person that would create a		21	BY MR. WALKER:
	22	document like this that he would be reckless with regard		22	Q Let me hand you what's been marked as
	23	to the accuracy of the information contained in it?		23	Exhibit 49.
	24	MR. WIECHERT: Calls for speculation. Improper		24	A Thank you, sir.
15:46:27	25	lack of evidence. No foundation.	15:48:33	25	(Exhibit 49 was marked for

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15:48:33	1	identification by the Court Reporter		15:50:29	1	A No. I never had any conversation with Albert	
	2	and is attached hereto.)			2	about this kind of stuff.	
	3	BY MR. WALKER:			3	Q Why not?	
	4	Q Can you identify this document, sir?			4	A I just didn't. David was the one who dealt	
15:48:35	5	A I have seen the document. I have not read this		15:50:38	5	with him.	
	6	document.			6	Q Well, except here you're signing an agreement	
	7	Q Okay. Let's just start at the beginning then.			7	as one counter-party and Mr. Hallac is signing the	
	8	On the first page of Exhibit 49, it's an e-mail from			8	agreement as the other counter-party; correct?	
	9	you; correct?			9	A That's correct.	
15:48:46	10	A Yes, sir.		15:50:48	10	Q I mean, Mr. Bergstein's nowhere on this	
	11	Q Dated September 8, 2015 that you sent to			11	document, is he?	
	12	Mr. Bergstein?			12	A No, he's not.	
	13	A That is correct.			13	Q Looking at page 817. Oh, hang on. Let me back	
	14	Q And the subject is Swartz IP and Arius Libra;			14	up a little bit.	
15:49:01	15	correct?		15:51:01	15	If you could go to page 797.	
	16	A Yeah. It's a forward, yes.			16	A 797, yes, sir.	
	17	Q And the attachments are the Arius Libra			17	Q Sir, could you turn to page 796, please.	
	18	contribution of assets, and the SIP note purchase			18	A Yes, sir.	
	19	agreement, and the SIP note; correct?			19	Q And there we see a Certificate of Secretary of	
15:49:11	20	A That's what it says.		15:51:29	20	Arius Libra, Inc., a Delaware corporation. And it	
	21	Q Okay. So turning to the second page, we see a			21	states, "I am the duly-elected, qualified, and acting	
	22	document entitled "Agreement regarding contribution of			22	secretary of Arius Libra, Inc., a Delaware corporation,	
	23	assets to Arius Libra"; correct?			23	and certify that the foregoing bylaws were adopted as	
	24	A That's what it says.			24	the bylaws of the corporation as of July 28, 2011, by	
15:49:21	25	Q And it's between Arius Libra and the Wimbledon			25	the director of the corporation as of July 28, 2011";	
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15:49:25	1	Real Estate Financing Master Fund; correct?		15:51:52	1	correct?	
	2	A That's what it says.			2	A That is correct. That's what it says.	
	3	Q Now, looking at page 766.			3	Q And you signed that?	
	4	A Yes, sir.			4	A That is correct.	
15:49:38	5	Q We see Albert Hallac signed as president of		15:51:56	5	Q Now going to the next page, we see the cover	
	6	Weston Capital Asset Management.			6	sheet for the Swartz IP note purchase agreement;	
	7	A Yes, sir.			7	correct?	
	8	Q As investment advisor for Wimbledon Real Estate			8	A Yes, sir.	
	9	Financing Master Fund; correct?			9	Q And going to page 817.	
15:49:54	10	A That's what it says.		15:52:10	10	A Just one second, please. Yes, sir.	
	11	Q And you signed on behalf Arius Libra, Inc., as			11	Q We see your signature in your capacity as vice	
	12	corporate secretary; correct?			12	president for Swartz IP Services Group; correct?	
	13	A That's what it states.			13	A Yes, I signed that.	
	14	Q At the time this document and this agreement			14	Q And there, if you look at page 824.	
15:50:04	15	was executed, did anyone at Wimbledon Real Estate		15:52:34	15	A 824.	
	16	Financing Master Fund have any idea that this agreement			16	Q There's a \$25 million reference note due	
	17	was being entered into?			17	November 14, 2016; correct?	
	18	MR. WIECHERT: Calls for speculation. No			18	A Or 2021, yes.	
	19	foundation.			19	Q And on the next page you signed that reference	
15:50:13	20	THE WITNESS: I have absolutely no idea.		15:52:51	20	note also in your capacity as vice president for Swartz	
	21	BY MR. WALKER:			21	IP Services Group; correct?	
	22	Q When you saw that Mr. Hallac was signing for			22	MR. WIECHERT: It's asked and answered.	
	23	an -- as an agent for Wimbledon Master Fund, did you ask			23	THE WITNESS: This is the same document we've	
	24	him about his authority to execute that in that			24	talked about; right?	
	25	capacity?		15:52:59	25	BY MR. WALKER:	

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15:52:59	1	Q	Yes, sir.	15:54:54	1	Q	Do you have any recollection of why he asked for them?
	2	A	Yes.		2	A	I do not, sir.
	3	Q	So we've seen your executed reference note as		3	Q	Let me hand you what's been marked as
	4		secretary of -- vice president, rather, of Swartz IP.	15:55:01	5	Exhibit 50.	
15:53:08	5	We've seen the -- previously, the executed note purchase			6	A	Thank you.
	6	agreement that you executed as vice president of Swartz			7		(Exhibit 50 was marked for
	7	IP. This is the first time, I think, that we're seeing			8		identification by the Court Reporter
	8	this agreement regarding contribution of assets to Arius			9		and is attached hereto.)
15:53:22	9	Libra, which you signed as corporate secretary for that		15:55:10	10	THE WITNESS:	Yes, sir.
	10	company.			11	BY MR. WALKER:	
	11	My question to you is, why were you sending			12	Q	Okay. Now, this is an e-mail from
	12	these executed documents to David Bergstein?			13	Mr. Bergstein to you dated October 22, 2015.	
	13	A	Because he was the one -- I don't know how many		14	A	Okay.
	14	different ways to say this to be clear. I did not		15:55:15	15	Q	Asking you to send him the e-mail where you
15:53:33	15	interact with any of the signing parties. He's the one			16	sent Keith Wellner the signed side letter.	
	16	who would do it. He would send them to me for			17	A	Yes, sir.
	17	signatures. I would sign and send to him. And he would			18	Q	Okay. And so you forward a December 2, 2011
	18	disburse and do whatever it was.			19	e-mail that we had seen earlier.	
	19	I did not interact with the other side. I did		15:55:31	20	A	Yes, sir.
15:53:41	20	not negotiate. It was all David.			21	Q	Where you wrote, "Gents, here's the revised
	21	Q	Sir, with all respect --		22	DocSign --"	
	22	A	David ran --		23	A	Yes, sir.
	23	Q	-- my question was, why were you sending these		24	Q	-- et cetera; correct?
	24	agreements to Mr. Bergstein on September 8, 2015?		15:55:35	25	A	Yes, sir.
15:53:53	25	A	Because he probably asked for them.				
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15:53:56	1	Q	And you were able to access them and provide	15:55:35	1	Q	And we see the same side letter, as he
	2		them to him; correct?		2		described it was --
	3	A	Maybe he sent them to me or gave them to me and		3	A	Yes, I recall the letter.
	4		said sign them. Yeah. I don't know how I got them.		4	Q	Okay. And that was the November 17, 2011
15:54:06	5	Maybe he -- is there an e-mail before this where he		15:55:44	5	letter providing certain reps and warranties to --	
	6	sends it to me? This is a forward. Where is the e-mail			6	A	That's the one I signed and --
	7	before this? Is that an e-mail of him sending them to			7	Q	-- Swartz IP?
	8	me?			8	A	-- TT never signed.
	9	Q	Well, I doubt it, sir. You signed these		9	Q	Sir?
15:54:16	10	documents. For example, the note purchase agreement was		15:55:50	10	A	That -- that's the one I signed and TT never
	11	dated back in November 2011; correct?			11	signed.	
	12	A	Uh-huh.		12	Q	Okay.
	13	Q	The reference note was also dated November 2011		13	A	Yes, I recall that.
	14	when you signed it; correct?			14	Q	Okay. Do you know why --
15:54:31	15	A	That's correct.	15:55:56	15	A	I'm sorry. Did I answer your question? I'm
	16	Q	Okay. And here we are --		16	sorry. Did I miss your question?	
	17	A	It could have been in the e-mail that was sent		17	Q	Yes, sir. My question was, why in October 2015
	18		to me before this and I'm just forwarding with the one I		18	was Mr. Bergstein asking you for that signed side	
	19	signed. I don't know. I don't know the answer today.			19	letter?	
15:54:41	20	Q	But my question was simply, do you know why in	15:56:08	20	A	I don't why David was asking for it.
	21	September 8, 2015, you're sending those three executed			21	Q	Let me hand you what's been marked as
	22	documents that you signed for those three transactions			22	Exhibit 57 [sic], sir.	
	23	to Mr. Bergstein?			23		(Exhibit 51 was marked for
	24	A	I'm sure he asked for them. And if I had them,		24		identification by the Court Reporter
15:54:52	25	I sent it to him.		14:15:32	25		and is attached hereto.)

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14:15:32	1	BY MR. WALKER:	15:58:15	1	THE WITNESS: No.
2	Q	Now, we've seen an affidavit that you signed	2	2	THE REPORTER: No.
3		subject to penalty of perjury admitting that you were an	3	3	MR. WALKER: No, no. I just misstated.
4		officer of Swartz IP. Remember that?	4	4	MR. WIECHERT: Oh.
15:56:30	5	MR. WIECHERT: Actually, it was Advisory,	15:58:15	5	MR. WALKER: So when I refer -- just for the
6		Counsel.	6	6	purposes of the record, when I referred to Plaintiff's
7		BY MR. WALKER:	7	7	Exhibit 57, I was mistaken. I meant to say Plaintiff's
8	Q	Granted. Subject to that change.	8	8	Exhibit 51.
9	A	I do recall that document, yes.	9		THE WITNESS: Do you want this one back?
15:56:35	10	Q And we've seen now several times the note	15:58:16	10	MR. WALKER: No, sir.
11		purchase agreement and the reference note and the side	11		BY MR. WALKER:
12		letter agreement, as Mr. Bergstein referred it, all of	12		Q And I was referring to the defendant Kiarash
13		which you signed in your capacity as vice president of	13		Jam's supplemental responses to Plaintiff's first set of
14		Swartz IP; correct?	14		combined written discovery containing the request for
15:56:53	15	A I believe so, yes.	15:58:25	15	admission stating, "Admit that you executed the NPA, a
16	Q	Okay. If you could turn to page -- where's the	16	16	true and accurate copy, which is annexed hereto as
17		page number on this -- I believe it's 9. It's hard to	17	17	Exhibit A, on or about November 14, 2011, as SIP's vice
18		see at the bottom.	18	18	president."
19	A	Nine. Okay.	19		And your response was admit; correct?
15:57:06	20	Q And were you asked in this case to admit that	15:58:37	20	A That's what it says, yes.
21		you executed the note purchase agreement on or about	21		Q Thank you.
22		November 14, 2011, as SIP's vice president.	22		All right, sir. I've handed you what's been
23		And you admitted it; correct?	23		marked as Exhibit 52.
24	A	I did sign it on November 14th, yes.	24		A Yes, sir.
15:57:24	25	Q And you signed it on November 14, 2011 as	15:58:47	25	Q Have you seen this document before?
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15:57:28	1	Swartz IP's vice president?	15:58:50	1	A I don't think so.
2	A	Yes. I asked David what's my title and he said	2		(Exhibit 52 was marked for
3		vice president.	3		identification by the Court Reporter
4	Q	And you admit --	4		and is attached hereto.)
15:57:32	5	A He wanted me to sign it as. Okay.	15:58:52	5	BY MR. WALKER:
6	Q	Let me hand you, sir, what's been marked as	6	6	Q Now, this --
7		Exhibit 52.	7	7	A Hold on. Hold on.
8		THE REPORTER: You said 57 on the last one.	8	8	Q Yes, sir.
9		You want to clarify that?	9	9	A Was this the document that we referred to in
10		MR. WALKER: Oh, I did?	15:58:56	10	that e-mail with Alex Weingarten?
11		THE REPORTER: Yes.	11		Q I don't believe so, sir.
12		THE WITNESS: It's 50.	12		A Then I have not. I don't think I've seen this.
13		THE REPORTER: It's 51.	13		Q Okay. This is a money judgment entered in the
14		MR. WALKER: Ah.	14		Supreme Court of the State of New York, County of New
15:58:13	15	THE REPORTER: Right?	15:59:11	15	York; correct?
16		THE WITNESS: Fifty?	16		MR. WIECHERT: Are you asking him to --
17		MR. WALKER: No, no. That's --	17		THE WITNESS: It says "money judgment" on it.
18		THE REPORTER: No, no, no.	18		And it says "Supreme Court" on it, that I can --
19		MR. WALKER: It's the one in front of you, sir.	19		MR. WIECHERT: -- he doesn't recall seeing it.
15:58:13	20	I'm sorry.	15:59:21	20	BY MR. WALKER:
21		THE WITNESS: Oh, this was 52.	21		Q Has anyone ever shown you the money judgment
22		MR. LATZER: The previous --	22		that my client, Class TT, secured against Swartz IP?
23		THE REPORTER: The previous one you said --	23		A I do think I've seen this document before, sir.
24		MR. WIECHERT: You said it was 57. Was that	24		Q Okay. Going to the second page.
15:58:15	25	right? You jumped a few numbers.	15:59:30	25	A Okay, sir.

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15:59:35	1	Q	Class TT was granted a judgment against	16:01:41	1	A	That your theory is that --
	2		Advisory IP Services, Inc., formerly known as Swartz IP		2	Q	You worked with Mr. Bergstein to use a shell
	3		Services Group, Inc., in the principal sum of		3		corporation, Swartz IP --
	4		\$17,693,900.27.		4	MR. WIECHERT:	Do you want to know what he --
15:59:48	5		Did I read that correctly?	16:01:49	5	BY MR. WALKER:	
	6	A	Yes, you did.		6	Q	-- to perpetrate a fraud --
	7	Q	Plus interest to July 14, 2015 of \$4,777,353;		7	MR. WIECHERT:	-- thinks the theory is? Or do
	8		correct?		8		you want to keep stating what you say the theory is?
	9	A	That's what it says.		9	MR. WALKER:	Please don't interrupt my
16:00:01	10	Q	Plus interest continuing to run from July 14,	16:01:55	10	question.	
	11		2015, at the per diem rate of \$4,362.82; correct?		11	MR. WIECHERT:	Again, you didn't let him answer
	12	A	That's what it says.		12		so you could make a speech. So why don't you just ask a
	13	Q	And at this time, that totaled \$580,000 --		13		question and let him make the speech.
	14	263 -- \$580,263.04; correct?			14	MR. WALKER:	I'll re-ask the question again.
16:00:11	15	A	That's what it says.	16:02:02	15	BY MR. WALKER:	
	16	Q	Making the total amount of the judgment at the		16	Q	Do you understand that in connection with this
	17		time entered \$23,051,971.31; correct?		17		judgment that we marked as Exhibit 52, that we're
	18	A	That's what it states.		18		seeking to hold you personally liable for the balance of
	19	Q	And do you understand that our claim against		19		the judgment under an alter ego theory, which would be
16:00:32	20	you in this case under an alter ego theory is asking the	16:02:15	20			that you and Mr. Bergstein worked together to use Swartz
	21	Court to enter a judgment in favor of Class TT that you		21			IP as a sham corporation to perpetrate a fraud on the
	22	were personally liable for the balance of this judgment		22			Class TT investors to the tune of \$17.7 million?
	23	after allowing all lawful credits and offsets for the		23	A	Well, you've articulated it to me now. I	
	24	settlement paid to date?		24		understand what you just said. I completely disagree	
16:00:49	25	A	My attorney has advised me that that is what --	16:02:32	25		with what you just said, but that's why I'm sitting here
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16:00:52	1	MR. WIECHERT:	Don't go into -- he doesn't want	16:02:34	1		and you're sitting there.
	2		my communications, but your understanding.		2	Q	You understand that's what's at stake in this
	3	BY MR. WALKER:			3		lawsuit, though?
	4	Q	You understand this is the judgment that we're		4	A	You just articulated it. Yes, I understand
16:00:59	5	asking this Court to declare that you're personally		16:02:41	5	what you just said.	
	6	liable for?			6	MR. WALKER:	Why don't we take a break.
	7	A	Yes.		7	MR. WIECHERT:	Okay.
	8	Q	Whatever the total amount might be today after		8	THE WITNESS:	Okay.
	9	accrued interest and after all lawful credits have been			9	THE VIDEOGRAPHER:	We are going off the record
16:01:09	10	granted?		16:02:45	10		at 4:00 p.m.
	11	A	Okay.		11		(A recess was taken.)
	12	Q	And you understand that that's what this		12	THE VIDEOGRAPHER:	We are back on the record at
	13	lawsuit's about; correct?			13		4:12 p.m.
	14	A	Yes.		14	BY MR. WALKER:	
16:01:13	15	Q	And it relates to Swartz IP and our allegation	16:14:48	15	Q	Mr. Jam, was there any time after November 2011
	16	that you and Mr. Bergstein worked together to use a			16		that you became concerned about the incredible flow of
	17	shell company, Swartz IP, to perpetrate the fraud that			17		funds in and out of your accounts in the Swartz IP
	18	stole the \$17.7 million of Class TT's investment			18		account?
	19	proceeds from them?			19	MR. WIECHERT:	Vague and ambiguous.
16:01:33	20	MR. WIECHERT:	It's not a question, it's a	16:15:01	20	THE WITNESS:	I wasn't in charge of the Swartz
	21	statement. And I move to strike Counsel's statement.			21		IP account, so I don't know what was going in and out of
	22	BY MR. WALKER:			22		the Swartz IP account. I wasn't a signer. I didn't
	23	Q	No, it was a question. I'm asking if you		23		open the account. So I was unaware of the activity in
	24	understand that that's our theory of recovery in this			24		and out of the Swartz IP account that you refer to.
16:01:40	25	case?		16:15:12	25	BY MR. WALKER:	

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16:15:12	1	Q Are you aware of the fact that it was roughly 2 90 days and almost the entirety of the \$17.7 million was 3 gone? 4 A No, I'm not.	16:17:09 1 THE WITNESS: I don't know -- as I said, I 2 don't control Swartz IP account. You told me the money 3 went in and was out in 90 days. I -- I don't know 4 anything about that.
16:15:22	5	Q And that all of that was sent to Swartz IP and 6 then washed through that company? 7 MR. WIECHERT: Objection. No foundation. 8 THE WITNESS: I don't know -- 9 MR. WIECHERT: Argumentative.	16:17:17 5 BY MR. WALKER: 6 Q Well, I guess my point is that the transaction 7 that you signed on behalf of Swartz IP was the vehicle 8 by which my client was induced to deposit almost 9 \$18 million into Swartz IP's account; right?
16:15:30	10	THE WITNESS: Sorry. 11 I don't know that the money had gone in and 12 out. I'm not on those accounts. I don't know what 13 happened to those accounts. I don't monitor them. I 14 don't get statements. I'm not a signer. 15 BY MR. WALKER: 16 Q Do you agree with me that had you not signed 17 the note purchase agreement or the reference notes on 18 behalf of Swartz IP, that that \$17.7 million would never 19 have been transferred by my client to your company?	16:17:31 10 MR. WIECHERT: The question is vague and 11 ambiguous. Assumes facts not in evidence. 12 THE WITNESS: Okay. 13 BY MR. WALKER: 14 Q And your signing of the note purchase agreement 15 facilitated the entire following set of events and 16 consequences; right?
16:15:58	20	MR. WIECHERT: Calls for speculation. No 21 foundation. Also calls for a conclusion. 22 THE WITNESS: I don't know if they would have 23 transferred it in different ways. A different type of 24 document. But I -- I don't know what your client would 25 or wouldn't have done.	16:17:40 15 MR. WIECHERT: Same objections. 17 THE WITNESS: Okay. 18 BY MR. WALKER: 19 Q Do you agree with that? 20 A I don't know what your client did or didn't do 21 or how they did it, why they did it. I can't speak to 22 what your client did. But I'm assuming your client did 23 their own diligence. They're -- your -- your looked to 24 see who they were or were not getting into business with 25
		Page 283	Page 285
16:16:11	1	BY MR. WALKER: 2 Q Well, the note purchase agreement was the 3 vehicle by which the deposit of the \$17.7 million from 4 my client into the Swartz IP account was justified; 5 right? 6 MR. WIECHERT: "Justified" is vague and 7 ambiguous. 8 THE WITNESS: As I said, I don't know what your 9 client would have done if that document was not signed. 10 BY MR. WALKER: 11 Q Well, they certainly wouldn't have transferred 12 almost \$18 million to Swartz IP's account; right? 13 MR. WIECHERT: Motion -- well, strike the 14 motion. He actually asked the question at the end. So 15 it will be -- calls for speculation. No foundation. 16 And it calls for a conclusion. 17 THE WITNESS: Can you repeat the question, 18 please. 19 MR. WALKER: Go ahead and read it back. 20 (Whereupon, the record was read back 21 by the Court Reporter as follows: 22 "Q So isn't it true that it would 23 have -- that what would have been 24 transferred was \$18 million to Swartz 25 IP Services account; right?"	16:18:04 1 and made a decision based on whatever their internal 2 criteria was. I don't know anything about your client. 3 I've never interacted with your client. 4 Q Why would you presume any of that in this 5 instance? 6 A Because that's what I would assume they would 7 have done. As I said, I don't know any of them. I have 8 not interacted with them. I don't... 9 Q And this is in connection with the transaction 10 involving a note purchase agreement that you didn't even 11 bother to read; correct? 12 MR. WIECHERT: The question's argumentative. 13 Asked and answered. 14 BY MR. WALKER: 15 Q Correct? 16 A Yes. 17 Q Did you ever send an e-mail to Mr. Bergstein 18 asking him to show some love to your Amex? 19 A A lot of times when the bill was late, I'd say, 20 Hey, man, what are we doing about this? I'd ask for 21 that. I'd ask for rent. I'd ask for payroll. There 22 was multiple e-mails to him to pay off his -- to pay off 23 the obligations. To pay the accounts payable. 24 Absolutely. 25 Q But recently we've heard that Mr. Bergstein

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16:19:02	1	placed a million-dollar charge on your American Express		16:21:12	1	everything in storage.	
	2	account?			2	And then Sarah called and said, "David's really	
	3	A David ran up at the end -- you know, a couple			3	pissed you took his -- you took his desk after all this	
	4	of years ago he ran up about \$600,000 on my American			4	stuff."	
16:19:12	5	Express card and did not pay it.		16:21:17	5	I'm, like, What are you talking about? I took	
	6	Q What was he spending -- what was he charging			6	the desk because Frymi told me she wanted this desk out	
	7	for? What he was buying?			7	of here. I didn't make any -- make any problems. I	
	8	A All kinds of stuff. I don't remember all the			8	know that you guys have your issues that you're dealing	
	9	specifics, but all kinds of stuff -- some personal, some			9	with -- your family, with your two kids. I just took	
16:19:25	10	corporate, some lawyers, some stuff for his house. You		16:21:30	10	the desk.	
	11	know, whatever he was doing. He paid his bill sometimes			11	And she's, like, Oh, okay. I'm really sorry.	
	12	late, but he would always pay it. And at the very end,			12	I didn't realize Frymi told you to take it.	
	13	he didn't pay it. That's when the account was shut down			13	I said, Tell me where you want the desk	
	14	and that's when -- that's when the -- everything started			14	delivered and I'll have it delivered. So I arranged for	
16:19:44	15	to go south.		16:21:39	15	the desk to get delivered and that was the last time I	
	16	Q Roughly, when was that when it started to go			16	spoke with Sarah.	
	17	south?			17	Q What -- what's the value of the desk?	
	18	A A couple of years ago.			18	A Probably a couple thousand bucks today.	
	19	Q And when did you last speak to Mr. Zarrinkelk?			19	Q Okay. Was it -- anything particular about it	
16:19:55	20	A Yesterday.		16:21:49	20	or?	
	21	Q Yesterday evening?			21	A No, it just was -- it's a big, awkward, hard	
	22	A Yeah. It was late in the day.			22	thing to move. It doesn't fit in elevators. It's a	
	23	Q When did you last speak to Frymi Biedak?			23	pain in the ass. And when she said she didn't want to	
	24	A I have not spoken to Frymi in a really, really			24	deal with it in the move, I said, No problem. I'll take	
16:20:06	25	long time. I don't remember the last time I spoke to		16:21:59	25	care of it.	
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16:20:08	1	Frymi.		16:21:59	1	So I had it taken out, and then Sarah called.	
	2	Q When was the last time you spoke to Jeffrey			2	And then afterwards I called Sarah back and said, Sarah,	
	3	Kranzdorf?			3	Frymi told me to do this.	
	4	A I spoke to Jeff recently. I spoke to him about			4	And she said, Oh, okay. I'm sorry. And that's	
16:20:15	5	some movie stuff we're doing.		16:22:07	5	the last time I spoke with Sarah.	
	6	Q Is he involved in the movie business too?			6	MR. WALKER: Okay. I'll pass the witness.	
	7	A Yes. He's been in the movie business for a			7	MR. WIECHERT: All right. I have no questions.	
	8	very long time.			8	MR. WALKER: Thank you, sir.	
	9	Q Did you speak to him about anything having to			9	THE WITNESS: Thank you very much.	
16:20:28	10	do with this lawsuit?		16:22:18	10	MR. WALKER: Appreciate your time.	
	11	A I haven't -- I don't specifically remember			11	THE WITNESS: So tomorrow at 10:00 o'clock	
	12	talking to him about this lawsuit. I talked to him			12	here?	
	13	primarily about movie stuff.			13	MR. WALKER: Yes, sir.	
	14	Q When was the last time you spoke to			14	THE WITNESS: And can I ask you what -- roughly	
16:20:37	15	Mr. Bergstein's wife?		16:22:21	15	how long you think? I'm just trying to schedule.	
	16	A I spoke to Sarah Bergstein after -- Sarah			16	MR. WALKER: About three hours, fours hours?	
	17	called me after David's sentence came down. She called			17	MR. LATZER: Probably about four.	
	18	me to tell me David was really pissed about a desk.			18	MR. WALKER: Probably about four.	
	19	When I left the office that was being occupied by us,			19	THE WITNESS: Okay. So, like, at 2:00 o'clock	
16:20:53	20	there was a desk that David had that was actually my		16:22:30	20	I can schedule?	
	21	desk that David was supposed to buy but he never did.			21	MR. WALKER: You might say 3:00.	
	22	Frymi told me, you've got to take this desk. It's a			22	THE WITNESS: 3:00 o'clock?	
	23	very big, large metal desk. I didn't question it. I			23	MR. WALKER: Yeah.	
	24	said, No problem; I'll get it out of here.			24	THE WITNESS: No problem.	
16:21:07	25	I hired my movers. I took the desk. I put		16:22:34	25	MR. WALKER: Yeah. Just, you know, I hate	

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16:22:35 1 giving people time estimates --  
 2 THE WITNESS: I appreciate it.  
 3 MR. WALKER: -- because --  
 4 THE WITNESS: I understand.  
 16:22:36 5 MR. WALKER: -- they almost always get  
 6 violated.  
 7 THE WITNESS: I appreciate it. It's like the  
 8 four minutes left on the tape.  
 9 MR. WALKER: Yeah, yeah. Exactly. Which I've  
 16:22:42 10 stopped doing that.  
 11 THE VIDEOGRAPHER: This concludes today's  
 12 videotaped deposition. We are going off the record at  
 13 4:20 p.m.  
 14 (The proceedings were concluded  
 16:22:54 15 at 4:20 p.m.)  
 16 ---oo0---  
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1 I, Sandra Mitchell Name CSR No. 12553, Certified Shorthand  
 2 Reporter, hereby certify that:  
 3 I am authorized to administer oaths or affirmations.  
 4 (Cal. Code of Civ. P. Sec. 2093 (b) and Fed. R. Civ. P. 28(a)).  
 5 The foregoing proceedings were taken before me at the  
 6 time and place therein set forth, at which time the witness  
 7 was duly sworn by me. (Cal. Code Civ. Proc. 2025.330(a),  
 8 2025.540(a) and Fed. R. Civ. P. 30(f)(1)).  
 9 The foregoing pages contain a full, true and accurate  
 10 record of all proceedings and testimony. (Cal. Code Civ.  
 11 Proc. 2025.540(a) and Fed. R. Civ. P. 30(f)(1)).  
 12 I am not a relative or employee of the parties,  
 13 nor financially interested in the action. (Cal. Code Civ.  
 14 Proc. 2025.320(a)).  
 15 Before completion of the proceedings, review of the  
 16 transcript [ ] was [ x ] was not requested. If requested,  
 17 any changes made by the witness (and provided to the reporter  
 18 during the period allowed, are appended hereto.  
 19 (Fed. R. Civ. P. 30(e)).  
 20 I declare under penalty of perjury under the laws of  
 21 California that the foregoing is true and correct.  
 22 Dated this 1st day of April, 2019.  
 23 \_\_\_\_\_  
 24 Sandra Mitchell  
 25 C.S.R. No. 12553

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16:22:54 1 STATE OF CALIFORNIA )  
 2 ) ss.  
 3 COUNTY OF \_\_\_\_\_ )  
 4  
 16:22:54 5 I, KIARASH JAM, say I have read the  
 6 foregoing deposition and declare under penalty of perjury  
 7 that my answers as indicated are true and correct.  
 8  
 16:22:54 10 \_\_\_\_\_  
 11 (Date)  
 12  
 13 \_\_\_\_\_  
 14 (Signature)  
 15  
 16  
 17  
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 19  
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 21  
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